



Town Manager
Mark W. Haddad

TOWN OF GROTON

173 Main Street
Groton, Massachusetts 01450-1237
Tel: (978) 448-1111
Fax: (978) 448-1115

Select Board

Peter S. Cunningham, *Chair*
John F. Reilly, *Vice Chair*
Alison S. Manugian, *Clerk*
Rebecca H. Pine, *Member*
Matthew F. Pisani, *Member*

SELECT BOARD MEETING
MONDAY, JANUARY 8, 2024
AGENDA

SELECT BOARD MEETING ROOM
2nd FLOOR
GROTON TOWN HALL

- 6:00 P.M. Announcements and Review Agenda for the Public
- 6:05 P.M. Public Comment Period
- I. 6:06 P.M. Town Manager's Report
1. Update from Town Manager on Status of Joining the Patriot Regional Emergency Communications Center – Approve Intermunicipal Agreement with Pepperell, Townsend, Ashby and Dunstable
 2. Update from Town Manager on Negotiations on Intermunicipal Agreement with Pepperell and Dunstable for Phase 2 of PFAS Solution at Groton Dunstable Regional High School
 3. FY 2025 Budget Update
 4. Update on Select Board Schedule through the 2024 Spring Town Meeting
- II. 6:10 P.M. Items for Select Board Consideration and Action
1. Call for the 2024 Spring Town Meeting – Open the Warrant for Said Meeting
 2. Approve the Financial Policies of the Town of Groton
- III. 6:15 P.M. Public Hearing – Consider Issuing an All Alcohol Package Store License to Indralok, Inc. (dba Country Farm), 127 Main Street, Groton, MA; Romulo Roma, Manager
- IV. 7:00 P.M. In Joint Session with the Finance Committee – Presentation of the Town Manager's Proposed Fiscal Year 2025 Town Operating Budget

OTHER BUSINESS

ON-GOING ISSUES – Review and Informational Purposes – Brief Comments - Items May or May Not Be Discussed

- A. PFAS Issue
- B. Green Communities Application and Implementation
- C. Florence Roche Elementary School Construction Project
- D. Administrator's Working Group on FY 2025 Budget

SELECT BOARD LIAISON REPORTS

- V. Minutes: Regularly Scheduled Meeting of December 18, 2023

ADJOURNMENT

Votes may be taken at any time during the meeting. The listing of topics that the Chair reasonably anticipates will be discussed at the meeting is not intended as a guarantee of the topics that will be discussed. Not all topics listed may in fact be discussed, and other topics not listed may also be brought up for discussion to the extent permitted by law.



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Town Manager
Mark W. Haddad

To: *Select Board*

From: *Mark W. Haddad – Town Manager*

Subject: *Weekly Agenda Update/Report*

Date: *January 8, 2024*

TOWN MANAGER'S REPORT

In addition to the Town Manager's Report, Items for Select Board Consideration and Action and a review of the On-going Issues List, there are two items scheduled on Monday's Agenda. First, the Select Board will hold a public hearing on the application of Indralok, Inc. (dba Country Farm) for an All Alcohol Package Store License at 127 Main Street. Romulo Roma is the Manager. Contained in the packet is the application for your review and consideration. Second, the Select Board will be meeting in joint session with the Finance Committee for the Town Manager to present the Proposed Fiscal Year 2025 Operating Budget.

1. The Town of Pepperell has begun the renovations to expand the Patriot Emergency Communications Center to accommodate adding the Towns of Groton and Dunstable. Mike Chiasson and I have met with Patriot RECC officials to discuss the implementation. I believe we are in good shape and are expecting a relatively smooth transition in July. We have also had a preliminary meeting with our Communication Officers about the transition. We have another meeting scheduled in two weeks. I will keep the Board apprised of the progress of the discussions. Finally, I am pleased to report that I have completed negotiations with the Towns of Pepperell, Townsend, Ashby and Dunstable on the Final Intermunicipal Agreement (IMA) for joining the Patriot RECC. Town Counsel had reviewed the document and provided comments/edits. All of Town Counsel's edits were accepted in the Final Document. It is attached for your review. I would respectfully request that the Board vote to approve and sign the IMA at Monday's meeting.
2. Town Counsel has put together the first draft of the Intermunicipal Agreement between Groton, Dunstable and Pepperell for Phase II of the PFAS Solution at the Groton Dunstable Regional High School. It is attached to this Report for your review. I have shared it with Pepperell and Dunstable and am awaiting their comments. It is pretty straightforward and outlines the terms the Groton Select Board and Dunstable Board of Selectmen discussed during the Phase I negotiations. Once I hear back from Dunstable and Pepperell, I will schedule it for your further discussion/approval.
3. Obviously, this week's FY 2025 Budget Update is the Presentation of the Proposed Budget.

Select Board
Weekly Agenda Update/Report
January 8, 2024
page two

4. Please see the update to the Select Board's Meeting schedule through the Spring Town Meeting:

Monday, January 15, 2024	-No Meeting – Martin Luther King Holiday
Monday, January 22, 2024	-Regularly Scheduled Meeting
Saturday, January 27,	-Joint Budget Meeting with FinCom
Monday, January 29, 2024	-Regularly Scheduled Meeting
Monday, February 5, 2024	-Regularly Scheduled Meeting
Monday, February 12, 2024	-Regularly Scheduled Meeting
Monday, February 19, 2024	-No Meeting – President's Day Holiday
Monday, February 26, 2024	-REMOTE MEETING – Call for Special Override Election
Tuesday, February 27, 2024	-Special Budget Forum – Time and Location TBD
Monday, March 4, 2024	-Regularly Scheduled Meeting – REMOTE MEETING
Wednesday, March 6, 2024	-Special Budget Forum – Time and Location TBD
Monday, March 11, 2024	-Regularly Scheduled Meeting
Monday, March 18, 2024	-No Meeting
Monday, March 25, 2024	-Regularly Scheduled Meeting
Monday, April 1, 2024	-Regularly Scheduled Meeting
Tuesday, April 2, 2024	-Special Election to Consider an Override of Proposition 2½
Monday, April 8, 2024	-Regularly Scheduled Meeting
Monday, April 15, 2024	-No Meeting – Patriot's Day Holiday
Monday, April 22, 2024	-Regularly Scheduled Meeting
Monday, April 22 nd or Saturday, April 27 th or Monday, April 29 th – 2024 Spring Town Meeting	

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

1. It is that time of year for the Board to call for the 2024 Spring Town Meeting. As you know, the default date for the Town Meeting is the fourth Monday in April. This year, that date is April 22, 2024. The Board can schedule the Town Meeting on that date, or the following Saturday (April 27th) or the following Monday (April 29th). Should Town Meeting be held on April 22nd, the Annual Election would be May 14th. Should the Town Meeting be held on either the 27th or 29th, the Election would be on May 21st. Enclosed with this report are two versions of the Town Meeting timeline based on the default date and either April 27th or April 29th. I look forward to discussing this in more detail at Monday's meeting.
2. Section 6.3 of the Groton Charter states that the Select Board and Finance Committee shall annually review and update the Town's overall financial management policy. Enclosed with this Report are the current policies. The Finance Committee has voted to approve the policies with no changes this year. In compliance with the Charter, I would respectfully request that the Select Board vote to approve the Financial Policies as currently written.

MWH/rjb
enclosure



Town Manager
Mark W. Haddad

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LEGAL NOTICE TOWN OF GROTON PUBLIC HEARING

The Groton Select Board will hold a public hearing on Monday, January 8, 2024, at 6:15 P.M. in the Groton Town Hall, Second Floor Meeting Room, 173 Main Street, Groton, MA, to discuss and consider a new liquor license application submitted by Indralok, LLC. (dba Country Farm), with Romulo Roma named as Manager, for Off-Premise Retail, All Alcohol Package Store Licenses for the premise located at 127 Main Street, Groton, MA.

All interested parties are encouraged to attend.

SELECT BOARD

Peter S. Cunningham, Chair
John F. Reilly, Vice Chair
Alison S. Manugian, Clerk
Rebecca H. Pine, Member
Matthew F. Pisani, Member

12/22/23

1/5/24

ALPHEN & SANTOS, P.C.

ATTORNEYS AND COUNSELORS AT LAW
200 LITTLETON ROAD, WESTFORD, MASSACHUSETTS 01886-3589
(978) 692-3107 FAX: (978) 692-5454
palphen@alphensantos.com

December 11, 2023

Town of Groton
Select Board
173 Main Street
Groton, MA 01450
Hand Delivered

RE: Indralok, Inc/Change of Category Package Store License Application

Dear Members of the Board:

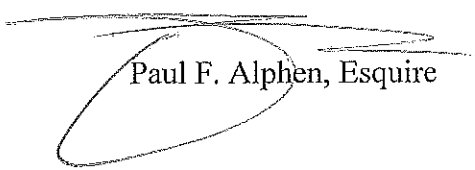
This office represents Indralok, Inc dba Country Farm of 127 Main Street, Groton regarding the within application for a Change of Category from an annual Wine and Malt Package Store License to an annual All Alcoholic Package Store License. The sale of all alcoholic beverages would be in addition to the sale of products currently sold at the store. In that regard, enclosed, please find the following:

1. Application for Amendment, executed by our client;
2. Applicant's Statement, executed by our client;
3. The Corporate Vote, executed by our client;
4. Proof of payment of the ABCC filing fees;
5. DOR Certificate of Good Standing;
6. DUA Certificate of Compliance; and
7. Secretary of State Certificate of Good Standing,

Please let us know if you need any additional information. We look forward to being advised of the date and time of the public hearing.

Thank you for your attention to this matter.

Very truly yours,
Alphen & Santos, P.C.



Paul F. Alphen, Esquire



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR AMENDMENT-Change of License Classification

☒ **Change of Category**

(e.g. All Alcohol, Wines and Malt)

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Category Application
- Vote of the Entity
- Abutter's Notification*
- Advertisement*

☐ **Change of Class**

(e.g. Seasonal /Annual)

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Classification Application
- Vote of the Entity
- Abutter's Notification*
- Advertisement*

☐ **Change of License Type**

(§12 ONLY, e.g. general on premises, tavern, inn, restaurant)

- Payment Receipt
- Monetary Transmittal Form
- Change of License Type Application
- Vote of the Entity
- Advertisement*
- Payment Receipt

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
INDRALOK INC.	GROTON	90092-PK-0476

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Change Section 15 Package Store Wine and Malts Beverage License to All Alcoholic Beverage License

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Paul F Alphen	Attorney	palphens@alphensantos.com	9786923107

2. LICENSE CLASSIFICATION INFORMATION

2a. Change of License Category

All Alcohol, Wine and Malt,
Wine Malt and Cordials

Last-Approved License Category

Wines and Malt Beverages

Requested New License Category

All Alcoholic Beverages

2b. Change of License Class

Seasonal or Annual

Last-Approved License Class

Requested New License Class

2c. Change of License Type*

E.g. Restaurant to Club

*Certain License Types

CANNOT change once issued*

Last-Approved License Type

Requested New License Type



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR AMENDMENT-Change of License Classification

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

90092-PK-0476

ENTITY/ LICENSEE NAME

Indralok Inc

ADDRESS

127 Main Street

CITY/TOWN

Groton

STATE

MA

ZIP CODE

01450

For the following transactions (Check all that apply):

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input checked="" type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

ENTITY VOTE

The Board of Directors or LLC Managers of

Indralok Inc

Entity Name

duly voted to apply to the Licensing Authority of

Groton

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Dec 4, 2023

Date of Meeting

For the following transactions (Check all that apply):

☐ Change of Class (i.e. Annual / Seasonal)

☐ Change of License Type (i.e. club / restaurant)

☒ Change of Category (i.e. All Alcohol/Wine, Malt)

☐ Other

"VOTED: To authorize

Jaydeep Patel

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

A true copy attest,



Corporate Officer /LLC Manager Signature

Jaydeep Patel

(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

Jaydeep Patel

(Print Name)

APPLICANT'S STATEMENT

I, Jaydeep Patel the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager

Authorized Signatory

of Indralock Inc.

Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Jaydeep Patel

Date: 12/05/2023

Title:

President



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0070651680
Notice Date: December 7, 2023
Case ID: 0-002-257-105



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



INDRALOK INC
127 MAIN ST
GROTON MA 01450-1272

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, INDRALOK INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

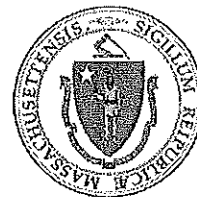
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

Date: December 8, 2023

Letter ID: L0000494470

Employer ID (FEIN): XX-XXX5417

INDRALOK INC
127 MAIN ST
GROTON MA 01450-1272

Certificate ID: L0000494470

The Department of Unemployment Assistance certifies that as of 07-Dec-2023, INDRALOK INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

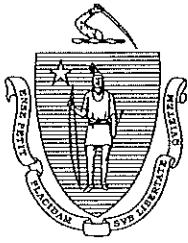
This certificate expires in 30 days from the date of issuance.

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750



William Francis Galvin
Secretary of the
Commonwealth

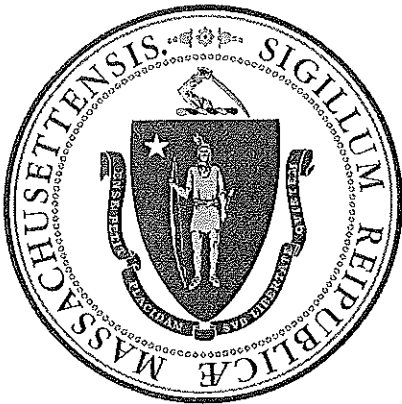
The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: December 05, 2023

To Whom It May Concern :

I hereby certify that according to the records of this office,
INDRALOK INC.

is a domestic corporation organized on **April 05, 2004** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

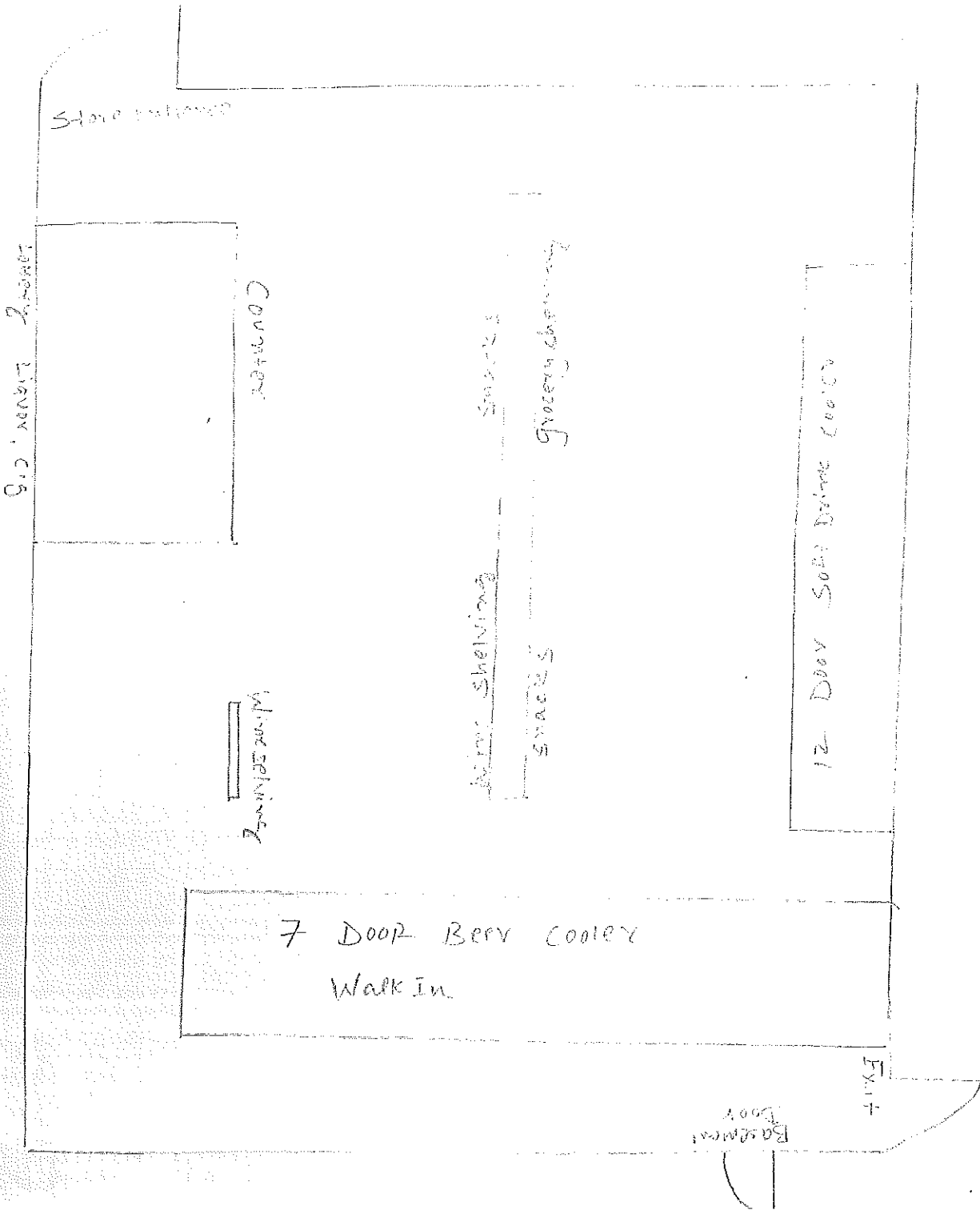
William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 23120044310

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: ili



**INTERMUNICIPAL AGREEMENT FOR THE SHARED PROVISION OF PUBLIC SAFETY
COMMUNICATIONS, DISPATCH, AND OPERATIONAL SERVICES**

THIS AGREEMENT is entered into by and between the Towns of Ashby, Massachusetts, a municipal corporation with a principal place of business at 895 Main Street, Ashby, MA 01431 ("Ashby"), and Dunstable, Massachusetts, a municipal corporation with a principal place of business at 511 Main Street, Dunstable, MA 01827 ("Dunstable"), and Groton Massachusetts, a municipal corporation with a principal place of business at 173 Main Street, Groton, MA, 01450, ("Groton") and Pepperell, Massachusetts, a municipal corporation with a principal place of business at 1 Main Street, Pepperell, MA 01463 ("Pepperell"), and Townsend, Massachusetts, a municipal corporation with a principal place of business at 272 Main Street, Townsend MA 01469 ("Townsend") collectively, "the Member Towns" as follows:

WHEREAS, the Member Towns agree to establish a joint, regional emergency communications service, to provide 911 answering, emergency dispatch, communications, and operational services appropriate to the joint and respective needs of the Member Towns; and

WHEREAS, the Selectmen of the Member Towns have signed a Memorandum of Understanding establishing the broad outlines, objectives, and benefits of establishing, a Regional Emergency Communications Center ("RECC"), and said Memorandum of Understanding is incorporated into and made part of this Inter-Municipal Agreement ("IMA"); and

WHEREAS, The Member Towns are legally authorized to enter into this IMA pursuant to the provisions of Massachusetts General Laws Ch. 40, s.4A;

NOW, THEREFORE, the selectmen of the Member Towns, in consideration of the covenants and mutual promises contained herein, hereby agree as follows:

1. TERM

This Agreement shall take effect on July 1, 2024, and shall be automatically renewed annually, subject to the time limits imposed under the provisions of Massachusetts General Laws Ch. 40, s.4A. and in no event for a period in excess of twenty-five (25) years, unless earlier terminated pursuant to Section 10, below.

2. ORGANIZATIONAL STRUCTURE

The subject RECC shall operate under the name "Patriot Regional Emergency Communications Center" or "Patriot RECC," and shall be based at 59 Main Street Pepperell, MA 01463.

- A. Pepperell shall have sole responsibility for conducting the day-to-day operations of the RECC, providing, supervising, and utilizing qualified personnel, and providing all suitable and necessary physical components for dispatch services. All equipment and materials within the base facility will be supported and maintained through an annual operations budget, to be funded as provided

in Section 5, below. In all the enumerated responsibilities, Pepperell's activities shall be subject to policy determinations and specific directives from the RECC Board of Directors established under Section 4, below.

- B. The paid personnel of the RECC shall be Pepperell employees. Pepperell shall have the sole responsibility and authority to hire, terminate, set the compensation for, oversee, direct, manage, discipline and supervise the personnel of the RECC. Although Pepperell shall have ultimate authority and responsibility for personnel, Pepperell may consult with the RECC Board of Directors regarding personnel issues.
- C. Pepperell will make every reasonable effort to initially hire qualified Groton Dispatchers for the RECC. All post-employment costs of Groton employees who are not hired by the RECC will be incurred by Groton.

3. APPLICABILITY

This agreement shall apply only to the administration and operation of the RECC.

4. GOVERNANCE

- A. The Member Towns hereby establish the RECC Board of Directors ("RECC Board"), which shall be responsible for the orderly and effective operations of the RECC, and to which the Member Towns delegate the responsibility for the orderly and effective operation of the RECC; and the authority to make policy for the RECC. In performing its functions relative to the RECC, the RECC Board:
 - (1) shall review the annual operating budget for the upcoming fiscal year, and make any recommendations to the Pepperell Communications Director; and
 - (2) shall call for approval of all matters pertaining to solicitation or acquisition of grants and gifts from federal or state sources, or any other person or entity; and
 - (3) shall be responsible for advisory oversight of necessary or desirable communications equipment to operate and maintain the dispatch and communications functions of the RECC, and pursuant to a RECC Board capital plan.
 - (4) shall have oversight of the policies and procedures of the RECC, as well as advisory oversight of its day to day operations and its procedures as they relate to the specific needs of the individual Member Towns.

(5) The RECC Board shall consist of three officials from each Member Town: Police Chief, Fire Chief, and one member (either a member of the Board of Selectmen/Select Board or Town Manager/Administrator or their designees, each of whom shall be titled "Member." The Patriot RECC Director shall have a seat on the RECC Board, but shall not have a vote in its proceedings.

B. The RECC Board shall elect a Chair, who will preside over RECC Board meetings, and a Vice Chair, who shall preside in the absence of the Chair, and a Clerk, to take minutes and maintain the records of the RECC Board.

C. A quorum for all meetings of the RECC Board shall consist of a majority of the Members, provided that such quorum includes at least one Member from each Member Town. The act of at least two thirds of those Members present and voting shall be deemed an act of the RECC Board. Each Member shall have an equal vote.

D. Meetings of the RECC Board shall be subject to the Open Meeting Law (Massachusetts General Laws, Ch.30A, ss 18-25). The responsibility for posting meetings and setting agendas shall lie with the Chair, unless the RECC Board, by vote, delegates responsibility to the Clerk, or some other Member.

E. The RECC Board of Directors shall meet not less than once in each calendar quarter, as well as on such additional occasions as may be deemed appropriate. Meetings shall be called by the Chair, by the Vice Chair (in the absence or incapacity of the Chair), or by a majority of the Members if it is deemed necessary for the orderly operation of the RECC.

5. FINANCIAL RESPONSIBILITY

The Member Towns shall bear financial obligation to support the administration and operation of the RECC, as follows:

A. The annual RECC budget shall be prepared by the Patriot RECC Director and submitted to the RECC Board for their review and recommendation prior to submittal through the Pepperell budget process. The annual RECC budget shall be that amount approved by the Pepperell Town Meeting.

B. The annual budget of the RECC approved by the Pepperell Town Meeting shall be allocated among the Member Towns. Each Town's allocated percentage portion of the annual budget cost shall be determined by dividing the population of the

Member Town by the total population of all Member Towns. Population figures for each Member Town shall be provided based upon the latest available census data and certified by the respective Town Clerks and re-certified annually prior to March 1st. Payments to the Town of Pepperell from other Member Towns will be made quarterly on July 15, October 15, January 15, and April 15.

- C. For fiscal year 2025 and each year thereafter, the Member Towns will review their actual population figures, and will adjust the percentages paid by each of them to reflect changes in population, as described in Section 5B above.
- D. Any change(s) to the method of allocating the portion of costs among the Member Towns shall require a unanimous vote of the RECC Board, provided that all fifteen Members (or their designees) are present at the meeting when the vote is taken. Changes shall be submitted for review and approval by the Boards of Selectmen/Select Boards of the Member Towns. The Boards of Selectmen/Select Boards of all Member Towns must approve the amendments before they can be incorporated into this agreement.
- E. Cost allocations, as set forth under Section 5, will begin on July 1 of each year.

6. EQUIPMENT AND INFRASTRUCTURE

A. Mobile and Remotely Located Equipment

- (1) Each Member Town shall retain ownership of the equipment physically located in that town; such equipment to include (but not be limited to) towers, radios, microwaves, filters, simulcast, and backup generators.
- (2) Each Member Town shall retain ownership of the equipment that is mobile and either located in the Town's vehicles or owned by officers; such equipment to include (but not be limited to) mobile radios, portable radios, pagers, and cellular telephones.
- (3) The purchase, maintenance, and replacement of said mobile and remote equipment shall remain the responsibility of each Member Town and/or Member Town's department. However, at the discretion of the RECC Board, grant funding obtained by the RECC may be utilized upon approval of the Member Town to replace the equipment. Such funding shall not affect the ownership of said equipment or Infrastructure.
- (4) The Member Towns shall coordinate the purchase of said mobile or remotely located equipment and Infrastructure to ensure that

the make, model, or configuration for all system components are compatible and interchangeable.

- (5) It will remain the responsibility of each Member Town to provide Insurance, maintenance, and utilities at communication tower sites in each Town's respective bounds.

B. Equipment and Infrastructure (Including Software and Hardware) at RECC Facility

- (1) Pepperell shall retain ownership of all infrastructure located within the Patriot RECC facility including all communications infrastructure and backup equipment.
- (2) The purchase, maintenance, replacement, and Insurance of said infrastructure located within the RECC facility shall be made through the RECC Annual Operating Budget. However, at the discretion of the RECC Board, grant funding obtained by the RECC may be utilized to replace the equipment. Such funding shall not affect the ownership of said equipment or infrastructure.
- (3) The RECC shall be responsible for the purchase, license, maintenance, upgrades, and other such fees related to the Records Management System, currently projected to be IMC, and any other software necessary for the operation of the RECC, on an annual basis as approved by the RECC Board. The RECC Board shall establish a requirement for minimum software licenses. Any or all of these fees may be paid for using any source of funding available to the RECC, including grants.

7. RECC SERVICES

The RECC will provide the following services to the Member Towns. This list may be amended from time to time by a vote of the RECC Board, or in an emergency, by the Director of the RECC:

- A. Receipt of the Fire/Police/EMS related Emergency 911 calls and the radio dispatch in response to same. The RECC shall comply in all respects with the provisions of 560 CMR 5.00: Regulations Establishing Certification Requirements for Enhanced 911 Telecommunications; Governing Emergency Medical Dispatch; and Establishing 911 Call Handling Procedures."
- B. If it is necessary to provide the caller with pre-arrival Instructions, the dispatcher at the RECC will be available to stay on the line with the caller to provide this service.
- C. Processing of Fire/Police/EMS Department radio traffic to emergency responses by the Member Towns' Fire/Police Departments.

- D. The "Toning Out" of staff and notification paging.
- E. Receipt of non-emergency Fire/Police/EMS Department traffic on a regular business line for the purpose of maintaining departmental operations. (need to add section of answering Groton's after hour calls for DPW and Electric Light Department.
- F. Monitoring the activity of all Fire/Police/EMS Department vehicles.
- G. Maintaining a log of all Fire/Police/EMS Department activities.
- H. Monitoring and acting upon Mutual Aid requests.
- I. Providing the daily radio test.
- J. Notifying other Public Safety service agencies, utilities (Gas, Power, etc.), upon request of Fire/Police/EMS Departments of the Member Towns.
- K. Monitoring and dispatching all Fire/Police/EMS alarms received by radio boxes and telephones for properties located in the Member Towns; this applies to the testing of all Fire/Police/EMS alarms. All testing will be performed with the authorization of the Member Towns' Fire/Police/EMS Departments.
- L. Providing communication support to the Highway/DPW Departments of each of the Member Towns, including radio interface with other Town Public Safety Departments, and contact with State agencies, as needed.
- M. Back-filling vehicle information and operator information into the dispatch call.
- N. Logging directed patrols.

8. RECORDS AND REPORTS

The RECC shall ensure the creation and maintenance of all records and reports pertinent to the business of the RECC. All records shall be maintained in accordance with the requirements of the Public Records Laws of the Commonwealth, and in accordance with all federal, state, and local requirements.

9. ADMISSION OF ADDITIONAL MEMBER TOWN(S)

- A. The RECC Board, after consultation with the Member Towns, shall decide, whether to admit additional member(s) to the RECC, and the terms and conditions of such admittance. Admission of additional Member Towns must be approved by a two-thirds (2/3) vote of the RECC Board before being offered for review and approval by the Boards of Selectmen of the Member Towns. The Boards of Selectmen of all current Member Towns must approve the admission of additional Member Towns.

- B. Towns seeking to join the RECC after July 1, 2024, shall be subject to an equipment evaluation, to determine compatibility of current equipment. Said evaluation will be considered as part of the criteria for determining admittance.
- C. New Towns Joining the RECC shall be responsible for paying their cost assessment for the operation of the RECC using the same population formula as noted in Section 5, above.
- D. New Towns Joining the RECC shall be entitled to three (3) seats on the RECC Board, as structured in Section 4.8 above. The quorum for the RECC Board shall be adjusted accordingly as indicated in Section 4.D above.

10. TERMINATION OR WITHDRAWAL

- A. A Member Town may elect to withdraw and terminate its membership in the RECC by providing written notice to the RECC Board not less than nine (9) months prior to the end of the then-current fiscal year. Termination of membership shall be effective thirty (30) days following the payment of all obligations Incurred, but no sooner than the end of the then-current fiscal year. No Member Town shall be entitled to retain or be reimbursed for any costs or liabilities incurred prior to the effective date of termination of membership, including, without limitation, any fees, costs, or expenses attributable to this Agreement.

Following receipt of a notice of termination, the remaining Member Towns may address the Impacts caused by the termination by either encouraging other parties to join in the Agreement, or by reducing expenses of the RECC, but until any mitigation actually occurs, the terminating party shall remain liable for its assessment in full until the end of the then-current fiscal year. The type of activities to be taken in mitigation shall be determined at the sole discretion of the remaining Member Towns. All parties to this Agreement agree that the dispatch systems configured, and expenses are committed, based on the understanding that all parties will remain members of the RECC at least until the end of each fiscal year, and that the payments to be made hereunder represent budgeted contractual costs, and not a penalty.

- B. If any Member Town defaults on payment of any assessment, or otherwise breaches any provision of this Agreement, such Member Town shall be notified, in writing, by the RECC Board, stating the nature of the alleged default or breach, and directing such party to cure such default or breach within ten (10) days. If such Member Town in default or breach fails to cure said default or breach within ten (10) days, that Member Town shall be subject to termination as a party to this Agreement upon the vote of a majority of those Members representing the Member Towns not in default. The Member Town in default or breach shall not be entitled to vote on its own termination or be entitled to be counted in determining a majority in Interest with respect to such vote or any action taken

thereunder. The terminated party shall remain liable for any defaulted payment and late charges accruing through the end of the then-current fiscal year.

11. AMENDMENT OF AGREEMENT

With the exception of the allocation of costs of operating the RECC, which is defined in Section 5 above, the Members, individually or collectively, may propose amendments to this Agreement, which must be approved by a two-thirds (2/3) vote of the RECC Board before being offered for review and approval by the Boards of Selectmen of the Member Towns. The Boards of Selectmen of all Member Towns must approve the amendments before they can be incorporated into this agreement and become effective.

12. SEVERABILITY

If any term or condition of this Agreement, or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or more parties would be substantially or materially prejudiced.

13. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the parties hereto submit to review by any of its courts of competent jurisdiction for the adjudication of disputes arising out of this Agreement.

14. LIABILITY AND INDEMNIFICATION

Each Member Town shall be liable for the acts and omissions of its own employees and not for the employees of any other Member Town in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, G.L. c.258. Each Member Town shall indemnify and hold the other(s) harmless from and against any and all claims, demands, liabilities, actions, costs and expenses, including reasonable attorney's fees, arising out of the indemnifying Town's breach of this Agreement or negligence or willful misconduct of the Indemnifying Town, or its agents or employees. No Member Town in entering into this Agreement has waived any governmental Immunity or limitation of damages which may be extended to it by operation of law.

15. ENTIRE AGREEMENT

This Agreement, including all documents incorporated herein by reference, constitutes the entire agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations, and

representations. Either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto in accordance with Section 5 and Section 11.

By entering into this Agreement, none of the parties has waived any governmental immunity or limitation of damages which may be extended to them by operation of law. This Agreement is by and between the parties which have executed it, and each represents that it is intended for their mutual benefit alone and is not intended to confer any express or impelled benefits on any other person or entity. This Agreement is not intended to confer third party beneficiary status on any person. It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.

16. MUTUAL AID

This Agreement shall not affect any pre-existing, independent relationship(s), or obligations between the parties on any other subject or between the parties and any other third party or parties, including, without limitation, "mutual aid" agreements.

17. FORCE MAJEURE

None of the parties hereto shall be responsible for delays or failures in performance from acts beyond the reasonable control of such party (e.g. riot or institutional disturbance, natural or manmade disaster).

18. MISCELLANEOUS PROVISIONS

- A. Maximum Financial Liability / Financial Safeguards. Pursuant to M.G.L. c. 40, § 4A, this Agreement sets forth the maximum extent of each Member Town's financial liability, which is each Member Town's share of the costs set forth herein. The RECC shall provide each Member Town with access to all records concerning the RECC.
- B. Dispute Resolution. If any dispute arises out of the scope, interpretation, operation, or alleged or actual breach of this Agreement, the Member Towns shall negotiate in good faith and attempt to resolve such dispute within thirty (30) days after the date that a Member Town gives written notice of such dispute to any other Member Town. If the Member Towns are unable to reach agreement within such thirty (30) day period (or such longer period as the Member Towns may agree), the Member Towns agree that the aggrieved Member Town may submit the dispute to a court of competent jurisdiction in the Commonwealth of Massachusetts for resolution or court order.
- C. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the Member Town waiving such obligation or condition.

Forbearance or indulgence by a Member Town shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Member Town under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

- D. Assignment. No Member Town shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other Member Towns.
- E. Recitals. The Recitals provided in this Agreement are acknowledged by the Member Towns to be material terms and conditions of this Agreement.
- F. Headings. The article, section, and paragraph headings provided in this Agreement are for convenience only, are not part of this Agreement and shall not affect the interpretation of this Agreement.
- G. Execution / Counterparts. A signed email or facsimile copy of this Agreement, or a signed portable document format (.pdf) copy of this Agreement, shall be binding upon the Member Towns as fully and to the same extent as an original signed copy. This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any Member Town may execute this Agreement by signing one or more counterparts.
- H. Notices. With the exception of invoices sent in accordance with Section 1.1 of this Agreement, all notices required or permitted by this Agreement shall be in writing and sent to the Member Towns as set forth below:

Signature Page

For the Town of Ashby Select Board

David Nadeau
Chairman, Ashby Select Board

Date

Doug Leab
Member, Ashby Select Board

Date

Jessica Kallin
Member, Ashby Select Board

Date

Or

Mike Bussell
Town Administrator, Ashby

Date

Signature Page

For the Town of Dunstable Board of Selectmen

Ronald Mikol	Date
Chairman, Dunstable Board of Selectmen	

Leah D. Basbanes	Date
Vice Chair, Dunstable Board of Selectmen	

Kieran Meehan	Date
Member, Dunstable Board of Selectmen	

Or

Jason Silva	Date
Town Administrator, Dunstable	

Signature Page

For the Town of Groton Select Board

Peter Cunningham
Chairman, Groton Select Board

Date

John Reilly
Vice Chair, Groton Select Board

Date

Alison Manugian
Clerk, Groton Select Board

Date

Matthew Pisani
Member, Groton Select Board

Date

Rebecca "Becky" Pine
Member, Groton Select Board

Date

Or

Mark Haddad
Town Manager, Groton

Date

Signature Page

Signature Page

For the Town of Pepperell Select Board

Mark Mathews
Chairman, Pepperell Select Board

Date

Tony Beattie
Clerk, Pepperell Select Board

Date

Chuck Walkovich
Member, Pepperell Select Board

Date

Or

Andrew MacLean
Town Administrator, Pepperell

Date

Signature Page

For the Town of Townsend Board of Selectmen

Charles Sexton-Diranian	Date
Chairman, Townsend Board of Selectmen	

Joseph Shank	Date
Vice Chair, Townsend Board of Selectmen	

Theresa Morse	Date
Clerk, Townsend Board of Selectmen	

Or

Eric Slagle	Date
Town Administrator, Townsend	

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**INTERMUNICIPAL AGREEMENT FOR
WATER SYSTEM EXPANSION**

THIS AGREEMENT (this “Agreement”) entered into this ____ day of _____, 2024 (the “Effective Date”) is by and among the **Town of Groton**, a Massachusetts municipality acting by and through its Select Board, with a mailing address of 173 Main Street, Groton, Massachusetts 01450 (“Groton”), the **Town of Dunstable**, a Massachusetts municipality acting by and through its Select Board, with a mailing address of 511 Main Street, Dunstable, Massachusetts 01827 (“Dunstable”), and the **Town of Pepperell**, a Massachusetts municipality acting by and through its Select Board, with a mailing address of 1 Main Street, Pepperell, Massachusetts 01463 (“Pepperell”). Groton, Dunstable, and Pepperell are together the “Parties” and individually a “Party.”

WHEREAS, the Parties seek a collective solution to expand their potable water supply systems to enhance the resiliency and emergency-readiness of the water systems and to address per- and polyfluoroalkyl substances (PFAS) contamination in groundwater affecting the Groton-Dunstable Regional School District High School property in Groton and nearby properties in Groton, Dunstable, and Pepperell;

WHEREAS, Groton and Dunstable are parties to an intermunicipal agreement (the “Groton-Dunstable IMA”) governing the expansion of the potable water supply systems in Groton and Dunstable (“Phase 1”);

WHEREAS, the Groton-Dunstable IMA contemplates an agreement among the Parties to further expand the potable water supply systems in Groton, Dunstable, and Pepperell (“Phase 2”, as further defined in this Agreement and shown on the plan entitled “Regional Water System Plan – Phase 2”, attached as “Exhibit A”);

WHEREAS, the Parties are authorized by M.G.L. c. 40, § 4A, to enter into intermunicipal agreements for the purpose of obtaining the services of one municipality, which the other municipality is authorized by law to perform;

WHEREAS, the Parties are each empowered by law to supply potable water to residential, commercial, and institutional customers, which is a proper governmental function and service;

WHEREAS, the Parties’ potable water supply systems have capacity to supply potable water to various properties located in the vicinity of Phase 2;

WHEREAS, Groton is willing to assume the obligation to construct a portion of Phase 2 located partially in Pepperell and partially in Groton as specified in this Agreement (“Phase 2 West”, as further defined in this Agreement and shown on Exhibit A);

WHEREAS, Pepperell is willing to assume the obligation to construct a portion of Phase 2 located in Dunstable as specified in this Agreement (“Phase 2 East”, as further defined in this Agreement and shown on Exhibit A);

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WHEREAS, Pepperell is willing to assume the obligation to operate, maintain, and repair the portion of Phase 2 West located in Pepperell; and

WHEREAS, Dunstable is willing to assume the obligation to operate, maintain, and repair a portion of Phase 2 West located in Groton and all of Phase 2 East in accordance with this Agreement and the terms and conditions of the Dunstable General Bylaws and the Rules and Regulations of the Dunstable Water Department, as may be amended from time to time (collectively, the “Dunstable Regulations”).

NOW THEREFORE, pursuant to the provisions of M.G.L. c. 40, § 4A, and in consideration of the mutual promises, payments, covenants, and agreements set forth in this Agreement, the Parties agree as follows:

1. PHASE 2 WEST.

1.1. Phase 2 West Defined. Groton shall expand the potable water supply system in Phase 2 West by installing new water mains from a connection point in Pepperell along Jersey Street in Pepperell to the Pepperell/Groton municipal boundary, then along North Street in Groton to connect with Phase 1, as shown on Exhibit A.

1.2. Phase 2 West Construction.

- a. Groton shall be responsible for the planning, designing, bidding, permitting, and construction of Phase 2 West, which shall comply with all applicable federal, state, and local laws, rules, and regulations.
- b. Pepperell shall provide Groton with its full cooperation in the planning, designing, bidding, permitting, and construction of Phase 2 West, including but not limited to granting any easements and licenses, executing applications, and providing letters of support necessary for Phase 2 West.
- c. Pepperell shall have the right to review and approve, not to be unreasonably withheld, all specifications and plans prepared for Phase 2 West prior to the commencement of construction.
- d. Groton and its contractors and agents are hereby granted a non-exclusive right to enter and open the ways in Pepperell as necessary for the construction of Phase 2 West.
- e. Pepperell shall waive various permitting fees with respect to the initial construction of Phase 2 West.
- f. Upon completion of construction, Groton shall provide Pepperell with as-built plans of Phase 2 West.

1.3. Phase 2 West Cost Estimate. The planning, designing, bidding, permitting, and construction costs for Phase 2 West are estimated at \$3,100,000.

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1.4. Phase 2 West Cost Division.

- a. The Parties shall divide the costs of Phase 2 West as follows:
 - i. Groton: 50% (estimated at \$1,550,000);
 - ii. Dunstable: 50% (estimated at \$1,550,000);
- b. The Parties acknowledge that the total cost of Phase 2 West may differ from the estimate set forth in Section 1.3, and that the Parties are obligated under this Agreement to share the total cost of Phase 2 West based upon the percentages set forth in this Section 1.4, provided however, that if the total estimated cost of Phase 2 West will exceed \$3,162,000 (a 2% increase over the estimate set forth in Section 1.3), the Parties shall reopen this Agreement and negotiate amended terms or terminate this Agreement.
- c. The total cost of Phase 2 West may be reduced by grants or other payments by third parties, which shall reduce the Parties' payments for Phase 2 West but not the percentages set forth in this Section 1.4.

1.5. Phase 2 West Funding. The Parties shall separately seek appropriations to fund their respective shares of the costs of Phase 2 West, and each Party shall notify the other Party upon obtaining the necessary appropriation to fund its respective share of the costs of Phase 2 West.

1.6. Phase 2 West Payments. Groton shall invoice Dunstable for its share of the Phase 2 West costs as set forth in a side letter to be negotiated by the Groton Town Manager and the Dunstable Town Administrator and executed by Groton and Dunstable prior to Groton incurring any costs for Phase 2 West, said side letter to be attached to this Agreement as Exhibit B.

1.7. Phase 2 West Operations, Maintenance, and Repair.

- a. Upon completion of Phase 2 West, Pepperell shall be responsible for the operation, maintenance, and repair of the portions of the Phase 2 West potable water supply infrastructure located in Pepperell.
- b. Upon completion of Phase 2 West, Dunstable shall be responsible for the operation, maintenance, and repair of the portions of the Phase 2 West potable water supply infrastructure located in Groton, as set forth in Section 4 of this Agreement.

2. PHASE 2 EAST.

2.1. Phase 2 East Defined. Pepperell shall expand the potable water supply system in Phase 2 East by installing new water mains from a connection point at the intersection of Kemp Street and Groton Street in Dunstable along Groton Street in Dunstable to the intersection of Groton Street and Pleasant Street in Dunstable to connect with existing potable water supply infrastructure in Dunstable, as shown on Exhibit A.

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2.2. Phase 2 East Construction.

- a. Pepperell shall be responsible for the planning, designing, bidding, permitting, and construction of Phase 2 East, which shall comply with all applicable federal, state, and local laws, rules, and regulations.
- b. Dunstable shall provide Pepperell with its full cooperation in the planning, designing, bidding, permitting, and construction of Phase 2 East, including but not limited to granting any easements and licenses, executing applications, and providing letters of support necessary for Phase 2 East.
- c. Dunstable shall have the right to review and approve, not to be unreasonably withheld, all specifications and plans prepared for Phase 2 East prior to the commencement of construction.
- d. Phase 2 East shall include the installation of a valve at the intersection of Groton Street and Kemp Street in Dunstable to separate portions of Phase 1 located south of said intersection, which shall be part of the Groton potable water supply system, from the Dunstable potable water system, as shown on Exhibit A.
- e. Pepperell and its contractors and agents are hereby granted a non-exclusive right to enter and open the ways in Dunstable as necessary for the construction of Phase 2 East.
- f. Dunstable shall waive various permitting fees with respect to the initial construction of Phase 2 East.
- g. Upon completion of construction, Groton shall provide Dunstable with as-built plans of Phase 2 East.

2.3. Phase 2 East Cost Estimate. The planning, designing, bidding, permitting, and construction costs for Phase 2 East are estimated at \$10,400,000.

2.4. Phase 2 East Costs.

- a. Pepperell shall be responsible for 100% of the costs of Phase 2 East.
- b. The Parties acknowledge that the total cost of Phase 2 East may differ from the estimate set forth in Section 2.3, and that the Parties are obligated under this Agreement to share the total cost of Phase 2 East based upon the percentages set forth in this Section 2.4, provided however, that if the total estimated cost of Phase 2 East will exceed \$10,608,000 (a 2% increase over the estimate set forth in Section 2.3), the Parties shall reopen this Agreement and negotiate amended terms or terminate this Agreement.
- h. The total cost of Phase 2 East may be reduced by grants or other payments by third parties, which shall reduce the Parties' payments for Phase 2 East but not the percentages set forth in this Section 2.4.

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- 2.5. Phase 2 East Operations, Maintenance, and Repair. Upon completion of construction, Dunstable shall be responsible for the operation, maintenance, and repair of Phase 2 East.
3. PRE-CONSTRUCTION TERMINATION: This Agreement may be terminated prior to the construction of Phase 2 as follows:
- a. If a Party fails to notify the other Parties that it has obtained the necessary appropriation for Phase 2 costs by June 30, 2024, then either of the other Parties may terminate this Agreement upon providing written notice of such termination, unless the deadline for such appropriation is extended by mutual, written agreement of the Parties.
 - b. If Groton or Pepperell fail to obtain all permits and approvals required for Phase 2, including but not limited to approvals for any interbasin transfers, by December 1, 2024, then any Party may terminate this Agreement upon providing written notice of such termination, unless the deadline for such permits and approvals is extended by mutual, written agreement of the Parties. Upon a termination under this Section 3(b), Groton shall provide Dunstable with a final invoice for costs incurred pursuant to this Agreement for Phase 2 West, and Dunstable shall remit payment to Groton for the costs set forth in said invoice within thirty (30) days. This provision shall survive the termination of this Agreement.
4. DUNSTABLE SERVICE AREA.
- 4.1. Water Service in Groton. Upon completion of Phase 2 West, Dunstable and the Dunstable Water Department shall have all legal rights and responsibilities for the potable water service in the portions of Phase 2 West and Phase 1 along North Street in Groton between the Pepperell/Groton municipal boundary and the Groton/Dunstable municipal boundary (the “Dunstable Service Area.”)
- 4.2. Water Service Connections. Within the Dunstable Service Area, water connections shall be available to residential, commercial, and institutional properties with frontage along streets containing water mains or with legal access to such frontage, subject to available capacity and pursuant to the applicable terms of the Dunstable Regulations. Dunstable shall be responsible for approving any water service connection within the Dunstable Service Area, subject to applicable permitting by Groton. Properties within the Dunstable Service Area shall be subject to in-town connection charges and other fees applicable to properties located in Dunstable under the Dunstable Regulations, provided however, that any property identified as being affected by PFAS contamination on the report entitled “Immediate Response Action Plan, Groton-Dunstable Regional School District” by Tighe & Bond, dated April 2023, shall not be subject to any connection charges or other fees necessary to connect to the Dunstable potable water system.
- 4.3. Water Rates, Charges, Billing, and Collection.
- a. Metering. Dunstable shall install and maintain water meters for water users in the Dunstable Service Area. Pursuant to water meter readings, Dunstable shall apply Dunstable’s in-town rates, fees, and charges for water service, as set forth in the

Dunstable Regulations.

- b. Billing. Dunstable shall bill water users in the Dunstable Service Area in accordance with the Dunstable Regulations.
- c. Collections. If a water user in the Dunstable Service Area fails to pay a properly payable fee, rate, or charge, then Dunstable shall send notice of the delinquent account(s) to Groton's Board of Assessors. Groton shall pursue the necessary measures to collect the unpaid fees, rates, or charges, including the steps necessary to secure a municipal lien in accordance with M.G.L. c. 40, § 42A and for the benefit of payment to Dunstable. Dunstable may pursue a contract claim for unpaid fees, rates, or charges or terminate water service to a customer located in the Dunstable Service Area, in accordance with M.G.L. c. 40, § 42B. Subject to pre-approval by Dunstable of an estimated budget received from Groton, Dunstable shall reimburse Groton for its costs, including reasonable attorney's fees and costs, in pursuing and collecting any unpaid fees, rates, or charges, including actions necessary to secure municipal liens on the real property of delinquent customers located in the Dunstable Service Area.

4.4. Operations, Maintenance, and Repair.

- a. Costs. Dunstable shall be responsible for the operation, maintenance, and repair of the potable water supply infrastructure in the Dunstable Service Area. All costs in connection with the operation, maintenance, and repair of the Dunstable Service Area shall be borne by Dunstable, it being the intent of this Agreement that there shall be no cost whatsoever to Groton for the Dunstable Service Area following the initial construction of Phase 2 West and Phase 1.
- b. Access. Dunstable is hereby granted a non-exclusive right to enter and open the public ways in the Dunstable Service Area for purposes of inspecting, repairing, replacing, maintaining, and monitoring the potable water supply infrastructure in the Dunstable Service Area. For non-emergency work on potable water supply infrastructure in the Dunstable Service Area, Dunstable shall give written notice to Groton and shall apply for a street opening permit at least fourteen (14) days prior to the commencement of work. Dunstable shall perform any inspections, repairs, replacements, maintenance, and monitoring in a prompt and continuous manner and shall take all necessary steps to minimize disruption to the public ways in Groton, including hiring police details when deemed necessary by Groton.
- c. Emergency Shut-Off. In the case of an emergency creating a threat to the public health or safety as determined by Dunstable, Dunstable may suspend or terminate water service in the Dunstable Service Area immediately and without prior written notice. Written notice shall be provided as soon as practicable thereafter.
- d. Emergency Conditions. Dunstable shall be responsible for responding to emergency calls regarding water service in the Dunstable Service Area. Dunstable and Groton shall immediately, within not more than twenty-four hours or as soon as practicable,

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notify the other of any emergency or condition which may affect the water system of Dunstable or Groton.

5. MISCELLANEOUS PROVISIONS

5.1. Term. This Agreement shall commence on the Effective Date and shall continue for twenty-five (25) years, unless earlier terminated, provided that in no event shall the term of this Agreement exceed the maximum term for an intermunicipal agreement set forth in M.G.L. c. 40, § 4A.

5.2. Insurance.

- a. At all times while Groton is carrying out the construction of Phase 2 West in Pepperell and any activities incidental to such construction, Groton shall obtain and maintain the following insurance coverage:
- i. General Liability with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate written on an occurrence basis, with Pepperell named as additional insured.
 - ii. Comprehensive Automobile Liability with coverage for bodily injury of \$500,000 each person and \$1,000,000 each accident and coverage for property damage of \$1,000,000 each accident, with Pepperell named as additional insured.
 - iii. Excess Liability with \$2,000,000 minimum limits in excess of underlying limits, with Pepperell named as additional insured. The umbrella shall be no more restrictive than underlying coverage.
 - iv. Worker's Compensation and Employer's Liability per Commonwealth of Massachusetts statutory limit.

Groton shall provide Pepperell with suitable evidence of the required insurance coverage. This insurance shall be written by a company licensed to do business in the state of Massachusetts with a minimum A.M. Best rating of A- VII. Each policy shall provide for written notification to Pepperell at least thirty (30) days prior to termination, material change or restrictive amendments. The coverages and limits are to be considered minimum requirements under this Agreement and in no way limit the liability of Groton. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and may result in termination of this Agreement.

- b. At all times while Pepperell is carrying out the construction of Phase 2 East in Dunstable and any activities incidental to such construction, Pepperell shall obtain and maintain the following insurance coverages:
- i. General Liability with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate written on an occurrence basis, with

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Dunstable named as additional insured.

- ii. Comprehensive Automobile Liability with coverage for bodily injury of \$500,000 each person and \$1,000,000 each accident and coverage for property damage of \$1,000,000 each accident, with Dunstable named as additional insured.
- iii. Excess Liability with \$2,000,000 minimum limits in excess of underlying limits, with Dunstable named as additional insured. The umbrella shall be no more restrictive than underlying coverage.
- iv. Worker's Compensation and Employer's Liability per Commonwealth of Massachusetts statutory limit.

Pepperell shall provide Dunstable with suitable evidence of the required insurance coverage. This insurance shall be written by a company licensed to do business in the state of Massachusetts with a minimum A.M. Best rating of A- VII. Each policy shall provide for written notification to Dunstable at least thirty (30) days prior to termination, material change or restrictive amendments. The coverages and limits are to be considered minimum requirements under this Agreement and in no way limit the liability of Pepperell. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and may result in termination of this Agreement.

- c. At all times while Dunstable is responsible for the operation, maintenance, and repair of the Dunstable Service Area in Groton, Dunstable shall obtain and maintain the following insurance coverage:

- i. General Liability with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate written on an occurrence basis, with Groton named as additional insured.
- ii. Comprehensive Automobile Liability with coverage for bodily injury of \$500,000 each person and \$1,000,000 each accident and coverage for property damage of \$1,000,000 each accident, with Groton named as additional insured.
- iii. Excess Liability with \$2,000,000 minimum limits in excess of underlying limits, with Groton named as additional insured. The umbrella shall be no more restrictive than underlying coverage.
- iv. Worker's Compensation and Employer's Liability per Commonwealth of Massachusetts statutory limit.

Dunstable shall provide Groton with suitable evidence of the required insurance coverage. This insurance shall be written by a company licensed to do business in the state of Massachusetts with a minimum A.M. Best rating of A- VII. Each policy shall provide for written notification to Groton at least thirty (30) days prior

to termination, material change or restrictive amendments. The coverages and limits are to be considered minimum requirements under this Agreement and in no way limit the liability of Dunstable. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and may result in termination of this Agreement.

- 5.3. Liability. Pursuant to M.G.L. c. 40, § 4A, each Party shall be liable for the acts and omissions of its own employees and not for the employees of the other in the performance of this Agreement, and to the extent provided by M.G.L. c. 258. By entering into this Agreement, none of the Parties has waived any governmental immunity or limitation of damages which may be extended to them by operation of law.
- 5.4. Maximum Financial Liability. Pursuant to M.G.L. c. 40, § 4A, this Agreement sets forth the maximum extent of each Party's financial liability, which is each Party's share of the costs set forth herein.
- 5.5. Financial Safeguards.
- a. Pursuant to M.G.L. c. 40, § 4A, starting on the first day of each month following the Effective Date and continuing until the completion of construction of Phase 2 West, Groton shall provide Pepperell and Dunstable with monthly reports regarding the construction progress and costs associated with the construction of Phase 2 West.
 - b. Pursuant to M.G.L. c. 40, § 4A, starting on the first day of each month following the Effective Date and continuing until the completion of construction of Phase 2 East, Pepperell shall provide Groton and Dunstable with monthly reports regarding the construction progress and costs associated with the construction of Phase 2 East.
 - c. Pursuant to M.G.L. c. 40, § 4A, upon the connection of one or more properties in Groton to the Dunstable Service Area and continuing until the termination of this Agreement, Dunstable shall provide Groton with quarterly reports concerning the status, operation, revenues, and costs of the Dunstable Service Area.
 - d. Dunstable shall provide Groton with access to all records concerning (i) the Dunstable Service Area, and (ii) the setting of water rates paid by customers in the Dunstable Service Area.
- 5.6. Dispute Resolution. If any dispute arises out of the scope, interpretation, operation, or alleged or actual breach of this Agreement, the Parties shall negotiate in good faith and attempt to resolve such dispute within thirty (30) days after the date that a Party gives written notice of such dispute to any other Party. If the Parties are unable to reach agreement within such thirty (30) day period (or such longer period as the Parties may agree), the Parties agree that the aggrieved Party may submit the dispute to a court of competent jurisdiction in the Commonwealth of Massachusetts for resolution or court order.
- 5.7. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

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- 5.8. Severability. If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision of this Agreement or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained in this Agreement.
- 5.9. Amendment. The provisions, terms, and conditions of this Agreement shall be modified only by written amendments executed by both of the Parties.
- 5.10. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the Party waiving such obligation or condition. Forbearance or indulgence by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
- 5.11. Assignment. No Party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other Parties.
- 5.12. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.
- 5.13. Recitals. The Recitals provided in this Agreement are acknowledged by the Parties to be material terms and conditions of this Agreement.
- 5.14. Headings. The article, section, and paragraph headings provided in this Agreement are for convenience only, are not part of this Agreement and shall not affect the interpretation of this Agreement.
- 5.15. Execution / Counterparts. A signed email or facsimile copy of this Agreement, or a signed portable document format (.pdf) copy of this Agreement, shall be binding upon the Parties as fully and to the same extent as an original signed copy. This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any Party may execute this Agreement by signing one or more counterparts.
- 5.16. Notices. With the exception of invoices sent in accordance with Section 1.1 of this Agreement, all notices required or permitted by this Agreement shall be in writing and sent to the Parties as set forth below:

If intended for Groton:

Town Manager
Town of Groton
173 Main Street
Groton, MA 01450

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Email: townmanager@grotonma.gov

If intended for Dunstable:

Town Administrator
Town of Dunstable
511 Main Street
Dunstable, MA 01827
Email: townadministrator@dunstable-ma.gov

If intended for Pepperell:

Town Administrator
Town of Pepperell
1 Main Street
Pepperell, MA 01463
Email: _____

Notice shall be deemed given: (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by U.S. first-class or certified mail; (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required; (c) upon the date personal delivery is made; or (d) upon the date when it is sent by email, if the sender receives a reply email confirming such delivery has been successful and the sender mails a copy of such notice to the other Party by U.S. first-class mail on such date.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties have set their hands and seals effective on the day and year first above written.

TOWN OF GROTON

TOWN OF DUNSTABLE

Mark Haddad, Town Manager,
Duly authorized by vote of the Groton
Select Board on _____, 2024

Jason Silva, Town Administrator
Duly authorized by vote of the Dunstable
Board of Selectmen on _____, 2024

Acknowledged:

Acknowledged:

Town of Groton Board of Water
Commissioners

Town of Dunstable Board of Water
Commissioners

_____, _____,
Duly authorized by vote of the
Town of Groton Board of Water
Commissioners
on _____, 2024

_____, _____,
Duly authorized by vote of the
Town of Dunstable Board of Water
Commissioners
on _____, 2024

TOWN OF PEPPERELL

Andrew MacLean, Town Administrator,
Duly authorized by vote of the Pepperell
Select Board on _____, 2024

Acknowledged:

Town of Pepperell Board of Public Works

_____, _____,
Duly authorized by vote of the
Town of Pepperell Board of Public Works
on _____, 2024

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Exhibit A

“Regional Water System Plan – Phase 2”

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Exhibit B

Side letter on invoices for Phase 2 West costs.

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TOWN OF GROTON

173 Main Street
Groton, Massachusetts 01450-1237
Tel: (978) 448-1111
Fax: (978) 448-1115

Select Board

Peter S. Cunningham, *Chair*
John F. Reilly, *Vice Chair*
Alison S. Manugian, *Clerk*
Rebecca H. Pine, *Member*
Matthew F. Pisani, *Member*

Town Manager
Mark W. Haddad

To: *All Departments, Boards, Committees and Commissions*

From: *Mark W. Haddad – Town Manager*

Subject: *Spring Town Meeting – Monday, April 22, 2024*

Date: *January 9, 2024*

Please be advised that at the regularly scheduled meeting of the Select Board held on Monday, January 8, 2024, the Board voted to open the Warrant for the 2024 Spring Town Meeting. Please note that the Town Meeting will be held on Monday, April 22, 2024. The Warrant will close at the close of business on Friday, February 23, 2024.

All articles should be submitted in writing to the Select Board as soon as possible to allow for as much time as possible for legal and financial review. All articles should be submitted with a written summary. These summaries will be included in the Spring Town Meeting Warrant so they must be submitted with the proposed Article. The following is the proposed timeline:

Tuesday, January 9, 2024 -	Warrant for 2024 Spring Town Meeting Opens
Friday, February 23, 2024 -	Warrant for 2024 Spring Town Meeting Closes
Monday, February 26, 2024 -	Select Board conduct first review of Articles
Monday, March 11, 2024 -	SB – FinCom Public Hearing on Articles
Monday, April 1, 2024 -	Select Board Finalizes Warrant
Friday, April 5, 2024 -	Post Warrant
Monday, April 22, 2024 -	Spring Town Meeting

As has been the case in the past, please plan on attending any meeting of the Select Board in which they review an article you have submitted. I will provide all Departments, Boards, Committees and Commissions with a schedule once it is developed.

Thank you for your attention to this matter. Please feel free to contact me with any additional questions or concerns.

MWH/rjb

cc: Select Board
Finance Committee
Dawn Dunbar – Town Clerk
Jason Kauppi – Town Moderator
Brian Falk – Town Counsel



TOWN OF GROTON

173 Main Street
Groton, Massachusetts 01450-1237
Tel: (978) 448-1111
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Select Board

Peter S. Cunningham, *Chair*
John F. Reilly, *Vice Chair*
Alison S. Manugian, *Clerk*
Rebecca H. Pine, *Member*
Matthew F. Pisani, *Member*

Town Manager
Mark W. Haddad

To: *All Departments, Boards, Committees and Commissions*

From: *Mark W. Haddad – Town Manager*

Subject: *Spring Town Meeting – Saturday, April 27, 2024/Monday, April 29, 2024*

Date: *January 9, 2024*

Please be advised that at the regularly scheduled meeting of the Select Board held on Monday, January 8, 2024, the Board voted to open the Warrant for the 2024 Spring Town Meeting. Please note that the Town Meeting will be held on Saturday, April 27, 2024/Monday, April 29, 2024. The Warrant will close at the close of business on Friday, February 23, 2024.

All articles should be submitted in writing to the Select Board as soon as possible to allow for as much time as possible for legal and financial review. All articles should be submitted with a written summary. These summaries will be included in the Spring Town Meeting Warrant so they must be submitted with the proposed Article. The following is the proposed timeline:

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Monday, March 11, 2024 -	SB – FinCom Public Hearing on Articles
Monday, April 8, 2024 -	Select Board Finalizes Warrant
Friday, April 12, 2024 -	Post Warrant
Saturday, April 27, 2024/Monday, April 29, 2024 -	Spring Town Meeting

As has been the case in the past, please plan on attending any meeting of the Select Board in which they review an article you have submitted. I will provide all Departments, Boards, Committees and Commissions with a schedule once it is developed.

Thank you for your attention to this matter. Please feel free to contact me with any additional questions or concerns.

MWH/rjb

cc: Select Board
Finance Committee
Dawn Dunbar – Town Clerk
Jason Kauppi – Town Moderator
Brian Falk – Town Counsel



SELECT BOARD POLICY

Policy Category:	Board
Policy Number:	BOA – 2019 – 8
Latest Revision Date:	January 4, 2024

POLICY NAME: **FINANCIAL POLICIES**

Introduction

The Select Board sets forth the following financial principles consistent with its responsibilities in Groton's Home Rule Charter. These principles provide a broad framework for overall fiscal planning and management of the Town of Groton's resources. In addition, these principles address both current activities and long-term planning. The principles are intended to be advisory in nature and serve as a point of reference for all policy-makers, administrators and advisors. It is fully understood that Town Meeting retains the full right to appropriate funds and incur debt at levels it deems appropriate, subject, of course, to statutory limits such as Proposition 2 1/2.

The principles outlined in this policy are designed to ensure the Town's sound financial condition, and seek to be in the best economic interest of the Town now and in the future. Sound Financial Condition may be defined as:

- Cash Solvency - the ability to pay bills in a timely fashion.
- Budgetary Solvency - the ability to balance the budget annually.
- Long-Term Solvency - the ability to pay future costs.
- Service Level Solvency - the ability to provide needed and desired services.
- Public Confidence - the ability to garner public support for decisions that promote financial stability.

It is equally important that the Town maintain flexibility in its finances to ensure that the Town is in a position to react and respond to changes in the economy and new service challenges without measurable financial stress.



SELECT BOARD POLICY

General Financial Guidelines

1. Financial discussions shall be open and inclusive. The Town is committed to regular financial forecasting, independent audit, and periodic public review of financial details and ratification of decisions by Town Meeting.
2. The Town will avoid budgetary procedures that balance current obligations at the expense of meeting future years' needs, such as postponing expenditures or accruing future years' revenues. Long and short-term debt will be scheduled with careful attention to the Town's capital needs plan and managed in such a way as to avoid excessive issuance costs.
3. Ongoing operating costs will be funded by ongoing operating revenue sources. This protects the Town from fluctuating service levels and avoids concern when one-time revenues are reduced or removed. The Town Manager and the Department of Finance shall collaborate with the Finance Committee to prepare, maintain and present to the Select Board and Town Meeting a five-year financial plan for the Town.
4. The Town will maintain a Stabilization Fund as one of its two primary financial reserves. It shall be the goal of the Town to achieve and maintain a balance of at least 5% of the Town's current line item budget.
5. The Town will maintain a Municipal Capital Stabilization Fund to defray the cost of new equipment, building maintenance, and capital improvements to town land and buildings to the extent that these costs may be funded by the Fund's balance. (See Debt Management Policies for costs exceeding the Fund's balance, which may be funded by borrowing.) It shall be the goal of the Town to maintain a balance in this fund of a minimum of 1.5% of the Town's current line item budget, with the objective to grow the fund to support near term and cover longer term needs.
6. The Town will continue to maintain a Conservation Fund to be used in part for the purchase of land, or conservation restrictions or agricultural preservation restrictions on lands that exhibit high value for protection because they contain important natural resources. The Conservation Commission is responsible for formulating and prioritizing a list of such parcels so that a plan may be established for future purchases. It shall be the goal to maintain a balance in the Conservation Fund of at least 2% of the Town's current line item budget, exclusive of Enterprises and the Community Preservation Fund; and to the extent possible, deposits to the Conservation Fund should come from the Community Preservation Surtax.



SELECT BOARD POLICY

7. The Town shall maintain a Community Preservation Fund in accordance with the current law. The fund will be managed in a manner that will guarantee payment of current debt service prior to approving new capital costs. Borrowing shall be managed in order to assure that no more than a total 75% of CPA receipts, not including annual contributions to the fund by the Commonwealth, are dedicated to debt service in compliance with Massachusetts Department of Revenue IGR 00-209 and File #2004-464.
8. The Town shall monitor its Special Revenue Funds (Gifts, Grants, and Trusts) and its Enterprise Funds to assure the solvency of these funds and avoid undue stress on the general fund. To this end, a) Enterprise policies shall require that rates be set to ensure revenues are sufficient to fund all operating costs and debt service and fund retained earnings, unless there is an explicit policy implemented by the Town to provide General Fund support to the Enterprise. In addition, b) Enterprise policies shall include a goal for the targeted amount of retained earnings. The goal shall include amounts considered appropriate to fund unexpected occurrences and emergencies and expenditures necessary to meet change in law requirements, to fund capital and operating reserves, and to serve as a rate stabilization reserve. The policies shall also include a goal for debt limitations consistent with the Town's general goals. In addition, c) the Town shall not enter into contracts for reimbursable and/or matching grant liabilities whose aggregate total exceeds 1.5% of the Town's current line item budget, unless the Town Manager receives prior approval from the Select Board and Finance Committee.
9. The Select Board and the Finance Committee shall review the financial policies annually, seeking input from financial staff and advisors. This review should take place by October 1st of each year.
10. Investment practices will be in accordance with the Town's "Investment Policy".



SELECT BOARD POLICY

TOWN OF GROTON FREE CASH POLICY

I. PURPOSE AND SCOPE

The Town's Excess and Deficiency (E&D) Fund "Free Cash" is the result of the calculation, as of July 1, of Groton's remaining, unrestricted funds from its operations of the previous fiscal year based on the balance sheet as of June 30. It typically includes receipts in excess of revenue estimates and unspent amounts in departmental budget line items for the year just ended, plus unexpended free cash from previous years. Free Cash plays an important role in allowing Groton to sustain a strong credit rating. The purpose of this policy is to provide guidance on the use of Free Cash to fund certain expenditures

II. POLICY

1. As a nonrecurring revenue source, spending from the E&D account is allowed for any lawful municipal purpose, however, it should be restricted to paying one-time expenditures, funding capital projects, or replenishing other reserves.
2. The Town should strive to maintain an E&D account balance in an amount equal to one (1%) percent of its current Town's current line item budget. This amount is in addition to the policy of having the Stabilization Fund equal five (5%) percent of the Town's current line item budget.
3. The Town should strive to maintain a Municipal Capital Stabilization Fund (excluding the Town created GDRSD Capital Stabilization Fund) balance at 1.5% of the Town's current line item budget with the goal to grow the fund to support near term and cover longer term needs.
4. The E&D account balance shall be maintained through the use of fiscally responsible revenue projections and departmental spending.
5. The E&D account balance can be expended at the discretion of Town Meeting for the following purposes:
 - a. To Replenish the Stabilization Fund, replenish and grow the Capital Stabilization Fund and fund the Town created Groton-Dunstable Regional School District's Capital Stabilization Fund.
 - b. To pay employee incentives (i.e. health savings accounts, health reimbursement accounts, merit increases) contingent on the availability of a sufficient E&D account balance.



SELECT BOARD POLICY

- c. To fund an annual contribution to the Other Post-Employment Benefits (OPEB) liability trust fund.
- d. To fund one-time projects proposed by the Select Board and Finance Committee.
- e. Offset the Tax Rate.



SELECT BOARD POLICY

TOWN OF GROTON DEBT MANAGEMENT POLICY

Introduction

The use of long-term debt is a common and often necessary way for a community to address major infrastructure and equipment needs. It is also a means of spreading the cost of large capital projects over a larger, changing population base. However, when a local government incurs long-term debt, it establishes a fixed obligation for many years. Accumulation of such fixed burdens can become so great that a local government finds it difficult to pay both its operational costs and debt service charges. Great care and planning must therefore be taken when incurring long-term debt to avoid placing a strain on future revenues. The purpose of this policy is to establish guidelines governing the use of long-term debt. Massachusetts General Laws, Chapter 44, Sections 7 & 8 regulate the purposes for which municipalities may incur debt and the maximum maturity for bonds issued for each purpose. Massachusetts General Laws, Chapter 44, Section 10, specifies that the debt limit for towns is 5% of Equalized Valuation.

Capital Funding Guidelines

The Town's long-term debt strategies will be structured to reflect its capital needs and ability to pay. The Capital Stabilization Fund (see "Overall Financial Policies", #5) will be used in conjunction with regular financial forecasting to maintain overall borrowing costs at a reasonable level (see Debt Limitations below). The Town will not, in general, bond projects or aggregate funding of multiple projects/purchases that fall within the funding ability of the Capital Stabilization Fund. Except for emergency needs, the Town will plan its funding for major capital purchases or improvements by utilizing both the timing of debt acquisition and the length of term for debt repayment in a manner which allows the Town to remain within the guidelines for annual debt service (see Debt Limitations below).

Bond Rating

The community's bond rating is important because it determines the rate of interest it pays when selling bonds and notes. Other things being equal, the higher the bond rating, the lower the interest rate. Bond analysts (Moody's, Standard & Poor's, Fitch) typically look at four sets of factors in assigning a credit rating:

- Debt Factors: debt per capita, debt as a percentage of equalized valuation and rate debt amortization.
- Financial Factors: operating surpluses or deficits, free cash as a percent of revenue, state aid reliance, property tax collection rates, and unfunded pension liability.
- Economic Factors: property values, personal income levels, tax base growth, tax and economic base diversity, unemployment rates and population growth.



SELECT BOARD POLICY

- Management Factors: governmental structure, the existence of a capital improvement plan, the quality of accounting and financial reporting, etc.

The Town will continually strive to improve its bond rating through sound financial management, improved receivables management, accounting and financial reporting and increased reserves, such as the Stabilization Fund.

Debt Limitations

General Fund Debt Service: A limit on debt service costs as a percent of the Town's total budget is especially important because of Proposition 2½ constraints on town's budget. At the same time, the community's regular and well-structured use of long-term debt symbolizes the municipality's commitment to maintaining and improving its infrastructure. The Town of Groton is committed to a debt service budget equal to 5% of the Town's current line item budget, exclusive of Enterprise funded debt, Community Preservation funded debt and debt service excluded from Proposition 2 1/2. The Town will also, by policy, establish a debt service "floor" of 3% of the Town's current line item budget, as an expression of support for continued investment in the town's roads, utilities, public facilities and other capital assets. In order to maintain these benchmarks, the Town should schedule future debt service to coincide with maturing debt service. To maintain this floor, if debt service is projected to fall below 3% of the Town's current line item budget, that amount below shall be expended on one-time pay-as-you-go capital or shall be appropriated to the Capital Stabilization Fund.

Debt Maturity Schedule: As previously stated, Chapter 44 of the General Laws specifies the maximum maturity for bonds issued for various purposes. However, a town may choose to borrow for periods less than the statutory limit. The Town of Groton is committed to establishing an average debt maturity goal of 10 years. This can be accomplished through more aggressive amortization of new debt service and shortening terms for existing debt when the option to refinance a bond becomes available. (It should be noted that revenue supported debt service for water and sewer projects will not be subject to this objective.)

Debt Strategies

Alternative Financing Strategies: The Town will continually pursue opportunities to acquire capital by means other than conventional borrowing; such as grants and low- or zero-interest loans from state agencies, such as the Mass Water Pollution Abatement trust (MWPAT) or the MWRA.

Debt Issuance: The Town will work closely with the Town's Financial Advisor and Bond Counsel to ensure that all legal requirements are met and that the lowest possible interest rate can be obtained.



SELECT BOARD POLICY

Enterprises: Any debt issued for the benefit of the Town's enterprise funds is to be paid from service revenues, unless there is an explicit direction from Town Meeting to contribute General Fund support of the debt service.

Capital Planning: No projects are to be funded by debt authorized by Town Meeting unless those projects have been incorporated in to and vetted by the Town's capital planning process.

Lease-Purchase Financings - any lease purchase agreements, financings, etc., utilized by the Town shall be considered debt for the purposes of this policy and shall be subject to all the constraints cited herein.



SELECT BOARD POLICY

TOWN OF GROTON POLICY FOR THE FUNDING OF OTHER OBLIGATIONS

Introduction

Under Massachusetts General Laws, the Town is currently funding its unfunded pension liability through its participation in the Middlesex County Regional Retirement System. The Town also has the responsibility to fund its Other Post-Employment Benefits (OPEB) liability.

The Town will utilize the following policy towards that end:

Policy Guidelines

Independent Evaluation of Liability: The Town will have its liability measured by an outside consultant every second year; with interim evaluations done yearly for the purposes of updating the total liability.

Limitation of Retiree Health Care Costs: The Town has adopted the requirements of Section 18A of Chapter 32B, which serves to limit liability for retiree health insurance by utilizing the benefits of Medicare and thereby shifting some of the cost away from local funding.

OPEB Funding Plan:

PURPOSE

To provide the basis for a responsible plan for meeting the Town's obligation to provide other post-employment benefits (OPEB) to current and future retirees, this policy provides guidelines designed to ensure OPEB sustainability and achieve generational equity among those called upon to financially support OPEB, thereby avoiding transferring costs into the future. This policy is adopted in compliance with Governmental Accounting Standards Board (GASB 74/75) and Massachusetts General Law, Chapter 203C, §3 and Massachusetts General Law, Chapter 32B, §20.

APPLICABILITY

This policy encompasses OPEB-related budget decisions, accounting, financial reporting, and investment. It applies to the Select Board, Finance Committee and Town Manager in their budget decision making responsibilities. This Policy also applies to the OPEB related duties of the Finance Team members, including the Town Accountant, Town Treasurer-Tax Collector, Principal Assistant Assessor, Human Resources Director and Executive Assistant to the Town Manager.



SELECT BOARD POLICY

BACKGROUND

In addition to salaries, the Town of Groton compensates employees in a variety of other forms. Many earn benefits over their years of service that they will not receive until after retirement. A pension is one such earned benefit. Another is a set of retirement insurance plans for health and life. These are collectively referred to as other post-employment benefits or OPEB.

OPEB represents a significant liability for the Town that must be properly measured, reported, and planned for financially. As part of the long-range plan to fund this obligation, the Town established an OPEB Trust Fund, which allows for long term asset investment at higher rates of return than those realized by general operating funds. This fund is managed by the Town Treasurer.

POLICY

The Town of Groton is committed to funding the long-term cost of the benefits promised its employees. To do so, the Town will accumulate resources for future benefit payments in a disciplined, methodical manner during the active service life of employees. The Town will also periodically assess strategies to mitigate its OPEB liability. This involves evaluating the structure of offered benefits and their cost drivers while at the same time avoiding benefit reductions that would place undue burdens on employees or risk making the Town an uncompetitive employer.

A. Accounting and Reporting

The Town Treasurer, responsible for oversight of the investment portfolio, has designated Morgan Stanley as investment manager of the trust assets. The Treasurer will manage the fund's contributions and disbursements and monitor the account and investment activity reports. On an annual basis, the Finance Team will meet to review the Trust's investment policy to ensure conformance with the State's prudent investor laws, and to review investment strategy, performance and fees.

The Town Accountant will obtain actuarial analyses of the Town's OPEB liability every two years and will annually report the Town's OPEB obligations in financial statements that comply with the current guidelines of the Governmental Accounting Standards Board.

The Town Manager shall ensure that the Town's independent audit firm reviews compliance with the accounting and reporting provisions of this policy as part of its annual audits and will report on these to the Select Board.



SELECT BOARD POLICY

B. Mitigation

On an ongoing basis, the Town will assess healthcare cost containment measures and evaluate strategies to mitigate its OPEB liability. The Treasurer shall monitor proposed laws affecting OPEB and Medicare and analyze their impacts. The Treasurer shall also regularly audit the group insurance and retiree rolls and drop any participants found to be ineligible based on work hours, active Medicare status, or other factors.

C. Funding

To address the OPEB liability, decision makers shall analyze a variety of funding strategies and subsequently implement them as appropriate with the intention of fully funding the obligation. The Town shall derive funding to invest in the OPEB Trust from taxation, free cash, retained earnings, and any other legal form. Among strategies to consider for funding the obligation:

- Determine and commit to appropriating an annual portion of Free Cash and available Tax Capacity.
- Determine and appropriate annually the amount necessary to prevent the net present value OPEB Liability from increasing.
- When a new position is created, determine the OPEB liability for the position and appropriate annually the anticipated OPEB liability of the position, in addition to the annual cost of the position.
- When the Town's Unfunded Pension Liability is fully funded in 2035, the Town will appropriate such savings to the Town's OPEB Trust to reduce its OPEB Liability.



SELECT BOARD POLICY

TOWN OF GROTON POLICY FOR THE REVIEW OF BUDGET PERFORMANCE

Introduction

The Town Charter requires the Town Manager to present a balanced budget to the Select Board and the Finance Committee six months prior to the beginning of each fiscal year; in effect by January 1st. Prior to the formulation of the Budget, the Select Board, Finance Committee and Town Manager shall meet prior to October 1st to determine budgetary goals for the ensuing Fiscal Year. The initial budget is developed in conjunction with the Town's Department Managers and reviewed in several public meetings as well as formal public hearings, culminating in ratification by Town Meeting. The Town utilizes specific line items for its budget, each line considered a separate and distinct appropriation. In order to monitor expenditures and assure the integrity of the overall budget, regular review and management direction is required, as outlined in the policy guidelines below.

Policy Guidelines

Line Item Appropriation Review: Each Department Manager or elected/appointed Board/Commission is required to monitor expenditures, and local receipts revenue if applicable, relevant to that governmental area's operation. The Accounting Department will provide budget variance reports at least monthly as a management tool to aid periodic monitoring.

Total Budget Review: The Town Manager will review the monthly variance reports for all departments/cost centers; and the Town Accountant will provide ongoing oversight. There will be periodic presentation of the budget status to the Select Board and Finance Committee; this presentation to occur at least quarterly.

Reserve Fund: The Town will include a budgetary reserve fund equal to approximately 1% of the total general fund appropriations less the assessments to the district schools which will be under the management of the Finance Committee to account for extraordinary or unforeseen expenses.

Line Item Transfer: The budget will be reviewed twice each year by the Town Manager in conjunction with the Town Accountant and the Finance Committee for opportunities to re-balance the original budget. Such reviews will take place prior to the fall and spring annual town meetings and any transfers will be publicly debated and subsequently ratified by Town Meeting.



SELECT BOARD POLICY

TOWN OF GROTON POST ISSUANCE COMPLIANCE POLICY

OBJECTIVE OF THE POLICY

The objective of this policy is to ensure compliance with federal tax law and regulations pertaining to the use of tax-exempt governmental purpose bonds and to the use of property, projects and equipment funded with tax-exempt governmental purpose bonds.

This document is to encompass the following:

- The use of bond proceeds (and the term "bond", except as otherwise indicated, includes notes, bonds and tax-exempt lease purchases issued by the Town);
- The use of property, projects, equipment, etc. funded with tax-exempt bond proceeds;
- The timely expenditure of bond proceeds;
- Compliance with arbitrage yield restriction rules and with the calculation and timely payment of arbitrage rebate payments, as required;
- Filing requirements;
- The reserve of funds in anticipation of a rebate payment requirement;
- Collection and retention of necessary documentation; and
- Resolution of problems.

RESPONSIBILITIES OF THE PARTIES INVOLVED

The Town Treasurer shall be responsible for implementing this policy. The Treasurer will be assisted by:

- The Town Accountant, who is responsible for recording expenditures and interest earnings and for reviewing and approving contracts entered into by the Town;
- The Town Manager, who is the Chief Procurement Officer, or a designated subordinate has ultimate responsibility for the implementation of Town capital projects and disposition of Town property; and



SELECT BOARD POLICY

- The Chief Procurement Officer, if other than the Town Manager, who has the responsibility for procuring service and management contracts and overseeing the acquisition and disposition of Town property.

It is the Treasurer's responsibility to convey to each party the Treasurer's expectations as to their performance relating to project implementation, project expenditures, documentation, and information required by the Treasurer to remain in compliance with applicable tax law. Since all the responsible parties participate in the issuance of Town bonds, the Treasurer will provide direction to those responsible parties during the process of issuing bonds, at the time of the delivery of bond proceeds, and after the delivery of bond proceeds but prior to the final maturity of the bonds,

SCOPE OF THE POLICY AND PROCEDURES

The following sections outline the scope of the policy and procedures for which the Treasurer is responsible:

Use of bond proceeds and bond funded property -

It is the Treasurer's responsibility to monitor and ensure the proper use of bond proceeds and bond funded property.

The proper use of tax-exempt bond proceeds and the proper use of bond-funded property, projects, equipment, etc., (hereafter "property"), will be confirmed and documented through Bond Counsel's review prior to the issuance of tax-exempt bonds and will be addressed in the legal opinion issued by Bond Counsel and in the Tax Certificate (or Non-Arbitrage Certificate) prepared by Bond Counsel as part of the final bond transcript.

There are further requirements associated with the proper use of bond financed projects and of the use of bond proceeds included in the Massachusetts General Laws and in the regulations imposed by the Department of Revenue regulations. Although these requirements are not part of federal tax law, the requirements do dictate how bond funded property is to be disposed of or how it might be used in a manner other than originally contemplated.

The continued proper use of property funded with tax-exempt bond proceeds will be monitored by the Treasurer through an annual reminder of such to appropriate Town officials and through the review of any Town proposals considering the change in use of the property or Town procurements relating to such property. The procurement of service contracts, management contracts and leases for the limited use of Town property should also be reviewed by the Treasurer. The Treasurer will be responsible for managing any remedial actions, if required,



SELECT BOARD POLICY

Timely expenditure of bond proceeds -

The Federal Tax Code sets explicit expectations relating to the expenditure of bond proceeds. There are certain "safe harbors" for small issuers. If expenditure expectations for small issuers are not met, the unexpended bond proceeds must be yield restricted. There are also expenditure thresholds to be satisfied for bonds issued where the Town cannot use the "small issuer" exemption. If these thresholds are not met, the Town may be required to rebate its positive arbitrage earnings to the Federal Treasury.

It is the responsibility of the Treasurer to review the expenditure requirements cited in the Tax Certificate and to monitor the expenditure of bond proceeds until all funds are expended.

Arbitrage yield restriction and rebate -

It is the responsibility of the Treasurer to manage yield restricted investments. It is the responsibility of the Treasurer to determine rebate exposure; to procure arbitrage calculation services; to make rebate payments, as required, to the Federal Treasury; and to prepare 8038-T forms for such purposes. It is also the responsibility of the Treasurer to reserve funds for such rebate payments, as appropriate, and to report the rebate liability to the Town's Independent Financial Auditor.

Filing requirements -

The proper filings of forms 8038-G and 8038-GC are essential with every tax-exempt financing. All 8038-G's and 8038-GC's are to be signed by the Town Treasurer. No other official in the Town is authorized to execute these forms.

It is the responsibility of the Treasurer to ensure rebate payments, if required, are made on a timely basis. Such payments must be made within 60 days of the maturity of a note; within 60 days of the fifth anniversary, and multiples thereof, of the issue of a bond; and within 60 days of the final maturity of a bond. The payment of a rebate is to be accompanied by and documented on the form 8038-T.

Documentation -

It is the responsibility of the Treasurer to ensure all proper documentation is produced and retained as required. Such documentation will include, but not necessarily be limited to, the following:

- Tax Certificates or Non-Arbitrage Certificates.



SELECT BOARD POLICY

- Note and Bond transcripts.
- Form 8038-G's and 8038-GC's.
- Projected expenditure cash flows prepared for each financing prior to issue.
- The record of the expenditure of funds.
- The record of the investment earnings on unexpended bond proceeds prior to full expenditure.
- Yield restricted investments, as required.
- Rebate calculations, rebate payments, and Form 8038-T, as required.
- The list of projected tax-exempt financings during each calendar-year.
- Management contracts.

If a problem occurs -

It is the responsibility of the Treasurer to address violations associated with any tax-exempt financing when violations are discovered. The violation may be addressed through the Voluntary Compliance Agreement Program (VCAP). Alternatively, remedial action may be required under Section 1.141-12 of the Internal Revenue Service regulations. The Treasurer shall consult with the Town's Bond Counsel and/or Financial Advisor as appropriate.

PROCEDURES TO BE FOLLOWED BY THE TREASURER

The following procedures are to be followed by the Treasurer. Procedures to ensure proper use of tax-exempt funds:

In the process of preparing for a bond or note sale, the Treasurer will provide information to Bond Counsel pertaining to the proper use of the property being acquired with tax-exempt funds. Prior to the distribution of the Preliminary Official Statement, the Treasurer shall meet with appropriate Town officials, including at minimum the Town Manager and the Select Board, to review the information provided to Bond Counsel, to review the intended use of the bond proceeds and the property funded and to determine whether there are any contemplated uses of the property that might be inconsistent with the use of tax-exempt funds. The Treasurer shall document this meeting in a memorandum to file.



SELECT BOARD POLICY

Procedures to ensure compliance with the use and expenditure of note and bond proceeds at the time of sale:

At the time of the sale of notes and bonds, it is assumed that the projected use of proceeds and the use of the property being funded are in compliance with the Federal tax code. It is reasonable to rely on the scrutiny of Bond Counsel and the documentation that accompanies each financing, based on the information provided to Bond Counsel.

With the completion of a financing, the Treasurer is to compile and maintain a separate file associated with the financing. This documentation will typically include the following:

- The bids results, the final numbers, and the quantitative rationale for the use of credit enhancement.
- The transcript for the financing, which, at minimum, should include the tax certificate (non-arbitrage certificate). The tax certificate should include a description of use of funds, the identification of the expenditure test to which the bonds are subject, and the arbitrage yield.
- The form 8038-G or 8038-GC.
- The projected expenditure cash flow by purpose, as provided to Bond Counsel prior to the issuance of the bonds. The cash flow is to be for each purpose, projecting the expenditure of funds on at least a semi-annual basis, until all funds are expended. If the bonds are subject to certain expenditure thresholds, the cash flow should present the amount of proceeds that should be expended at each threshold. The cash flow should be adjusted to reflect an issue amount that might be in excess of the amount originally included in the cash flow (for example, a large original issue premium).
- Any other notes prepared by the Treasurer, as applicable, relating to the monitoring of the expenditure of funds and use of the property.

The Treasurer shall establish one or more bank accounts for the purposes funded to allow for the tracking of the expenditure of fund so it is necessary that the account documentation be able to show every payment made by amount and date and every credit of interest earnings by amount and date. If all the purposes are co-mingled in one account, there should be a separate recording of expenditures and investment earnings by purpose by the Town Accountant.

As required under the Massachusetts General Laws, all interest earnings shall be credited and released to the General Fund when earned.

All such account documentation should be maintained for six years after final maturity of bonds.



SELECT BOARD POLICY

Procedures to monitor the rate of expenditure of bonds -

To monitor the expenditure of bond proceeds, the Treasurer shall perform the following review:

- At the end of each fiscal year, and within thirty days of the final maturity of any note or bond, the Treasurer shall review the expenditure account and check for compliance with the required expenditure thresholds.
- The Treasurer shall assess the likelihood of continued compliance with the expenditure thresholds, or if a threshold has not been met, assess the likelihood of positive arbitrage.
- If the Treasurer believes the expenditure thresholds have not been met and/or will not be met, and also expects there will be investment earnings in excess of the arbitrage yield, then the Treasurer is to reserve an amount estimated to represent a future rebate payment or, as applicable, to request an appropriation of Town Meeting for the rebate payment.
- The Treasurer is to continue to monitor expenditures at the end of each fiscal year, or at the maturity of an issue, until all funds are expended.
- If after the maturity of a note or bond, the Treasurer determines that a rebate is likely payable to the Federal Treasury, the Treasurer shall procure the services of a firm to calculate the rebate and thereafter make payment in a timely fashion.

Thus, in addition to the documentation compiled at the closing of the bond, the Treasurer shall add the following additional documentation:

- The record documenting expenditures until the next time a review is performed.
 - As applicable, any rebate calculations performed.
 - As applicable, any Forms 8038-T prepared.
- When all the funds are expended, the Treasurer shall accumulate all appropriate documentation and retain it until six years after the final maturity of the financings that funded the property.

Procedures associated with the investment of bond proceeds -

Unless funds are subject to yield restriction, the Treasurer shall be responsible for the investment of bond proceeds as deemed appropriate. If investment contracts are purchased at the time of the delivery of bond proceeds, such contracts shall be procured under the scrutiny of Bond Counsel.



SELECT BOARD POLICY

Procedures associated with procurement of investments associated with a bond issue -

It is the responsibility of the Treasurer to ensure other investments made relating to a bond issue (such as investments purchased to fund an escrow for a current or advance refunding) are procured in accordance with applicable tax regulations.

Procedures to ensure compliance with the use of service contracts and management contracts -

The Chief Procurement Officer shall forward all Requests for Proposals for service and/or management contracts for review by the Treasurer. The Treasurer shall provide appropriate direction to the Chief Procurement Officer relating to private activity issues associated with service and management contracts. As required, the Treasurer shall request advice from the Town's Bond Counsel and/or Financial Advisor.

Procedures to ensure compliance with lease purchases -

At the beginning of each fiscal year, the Treasurer shall inform all Town Department Heads and other Town officials that no lease purchase contracts are to be entered into without the approval of the Treasurer. In addition, the Treasurer shall inform them that the forms 8038-G and 8038-GC are only to be signed by the Treasurer.

Procedures to ensure compliance with the change of use of tax-exempt bond funded property -

At the beginning of each fiscal year, the Treasurer shall present a memorandum to the Town Manager, to the Town Accountant, and to Town Department Heads reviewing the expected proper use of bond funded property and requesting any information as to the possible change in use or disposition of property. At any time during the fiscal year, if there is a change in use or disposition of property contemplated, the Town Manager shall inform the Treasurer of the proposal. As needed, the Treasurer shall consult with Bond Counsel and/or the Town's financial advisor relating to such proposal.

In the case where change in use is subject to Town Meeting approval, the Town Manager shall forward all Town Meeting articles relating to the change in use or sale of Town tax-exempt bond funded property for review by the Treasurer. The Treasurer shall provide appropriate direction to the Chief Procurement Officer relating to issues associated with the change in use of tax-exempt bond funded property. As required, the Treasurer shall request advice from the Town's Bond Counsel and/or Financial Advisor.



SELECT BOARD POLICY

Procedures to project calendar year schedule of note and bond issues -

At the beginning of each calendar year, the Treasurer shall prepare and/or update a list of all projected tax-exempt financings issued and expected to be issued during the then current calendar year. This record shall document representations made by the Town relating to the small issuer safe harbor status and/or the Bank Qualification of tax-exempt issues of the Town. At the beginning of the following fiscal year, the Treasurer shall review the list of financings and shall revise it accordingly.

Documentation attached hereto -

The following documentation is attached to assist in the direction, training, etc., of those parties identified with responsibilities:

- IRS Publication 4078, Tax-exempt Private Activity Bonds
- IRS Publication 4079, Tax-exempt Governmental Bonds



SELECT BOARD POLICY

Town of Groton Investment Policy

Introduction

Massachusetts General Laws, Chapter 44, Section 55B requires the municipal treasurer to invest all public funds except those required to be kept uninvested for the purpose of immediate distribution. These guidelines are intended to further the objective of securing the highest return that is consistent with safety of principal while meeting the daily cash requirements for the operation of Town's business, according to the following objectives:

Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital through the mitigation of credit risk and interest rate risk. These risks shall be lessened by diversification and prudent selection of investment of the security issuer or backer. Interest rate risk is the risk that the market value of the security will fall due to changes in general interest rates. Liquidity is the next most important objective. The overall investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Since all possible cash demands cannot be anticipated, the treasurer shall carry out investment activities in a manner that provides for meeting unusual cash demands without the liquidation of investments that could result in forfeiture of accrued interest earnings, and loss of principal in some cases. Yield is the third, and last, objective. Investments shall be made so as to achieve the best rate of return, taking into account safety and liquidity constraints, as well as all legal requirements.

Investment Instruments

The Treasurer shall negotiate for the highest rates possible, consistent with safety principles, avoiding uncollateralized investment products. Unsecured bank deposits of any kind will be limited to no more than 1% of an institution's assets and no more than 10% of the Town's cash.

Diversification

Diversification should be interpreted in two ways: In terms of maturity, as well as instrument type and issuer. The diversification concept should include prohibition against over concentration of maturities, as well as concentration in a specific institution. With the exception of U.S. Treasuries or agencies, no more than 10% of the Town's investments should be invested in a single financial institution, except with the prior approval of the Town Manager and Select Board.

Authorization



SELECT BOARD POLICY

The Treasurer has authority to invest the Town's funds, subject to the statutes of the Commonwealth cited above.

Ethics

The Town Treasurer (and Assistant Treasurer) shall refrain from any personal activity that may conflict with the proper execution of the investment program or which could impair ability to make impartial investment decisions. Said individuals shall disclose to the Town Manager, and file in writing with the Town Clerk, any material financial interest in financial institutions that do business with the Town. They shall also disclose any large personal financial investment positions or loans that could be related to the performance of the Town's investments.

Relationship with Financial Institutions

Financial institutions should be selected first and foremost with regard to safety. The Town should subscribe to and use one or more of the recognized bank rating services, such as Veribanc or Sheshunoff. Brokers should be recognized, reputable dealers. The Town shall require any brokerage houses and broker/dealers, wishing to do business with the municipality, to supply information and references sufficient to assure entering into a banking relationship.

The Investment of Trust Funds, Bond Proceeds, Stabilization Funds and OPEB Trust Funds

Scope

This section of the policy applies only to funds that could be invested long-term (i.e. bond proceeds, trust funds and stabilization funds and OPEB trust funds).

Investment Policy Statements (IPS)

The Town of Groton must maintain separate Investment Policy Statements for General Fund & Long-Term Funds, Trust Funds and OPEB Trust Funds, the primary purpose of which is to provide a clear understanding regarding the Town's objectives, goals, risk tolerance and investment guidelines for the investment of each category of funds. Each IPS should be reviewed annually by the Town Treasurer in consultation with the Town's respective portfolio managers, and any revisions, if deemed appropriate, should be updated accordingly.

Attached: Town of Groton Investment Policy Statements (IPS)

- General Fund & Long-Term Funds IPS
- Trust Funds IPS
- OPEB Trust IPS



SELECT BOARD POLICY

Bond Proceeds

Investment of Bond proceeds is governed by the same restrictions as general funds, with the additional caveat of arbitrage regulations.

Trust Funds

Trust Funds may be co-mingled and invested in any instruments allowed by Legal List issued by the Banking Commissioner. Each trust fund must be accounted for separately.

Effective October 3, 2020, the Town approved a petition of Special Legislation to the Senate and House of Representatives of the Commonwealth of Massachusetts to enact special legislation authorizing the Treasurer of the Town of Groton to invest the Town's Trust funds notwithstanding section 54 of chapter 44 of the General Laws or any other general or specific law to the contrary with the Massachusetts Prudent Investor Act, codified in Chapter 203C of the General Laws. With respect to the Town of Groton, the Massachusetts Prudent Investor Act shall take effect upon its passage and will supersede any previous Trust Funds investment parameters (i.e., Legal List).

Stabilization Funds

The Stabilization Fund shall not exceed ten percent of the equalized valuation of the Town, and any interest shall be added to and become a part of the fund.

POLICY ENDORSEMENT:

Chairman, Select Board

Town Manager

Town Treasurer

Town Accountant

Chairman, Finance Committee

**SELECT BOARD MEETING MINUTES
MONDAY, DECEMBER 18, 2023
UN-APPROVED**

SB Members Present: Peter Cunningham, Chair; John Reilly, Vice Chair; Alison Manugian, Clerk; Matt Pisani; Becky Pine

Also Present: Mark Haddad, Town Manager; Kara Cruikshank, Executive Assistant to the Town Manager; Patricia Dufresne, Town Accountant/Assistant Finance Director

Finance Committee members: Michael Sulprizio; David Manugian; Bud Robertson; Gary Green; Mary Linskey

Mr. Cunningham called the meeting to order at 6:00 PM.

ANNOUNCEMENTS

Ms. Pine mentioned that it's holiday celebration time, but it can also be a stressful period. She shared that some groups in town offer help, including an organization that provides homecooked meals to anyone who needs one. She expressed her gratitude towards this organization. Ms. Pine also urged anyone who knows someone in need of a meal to get in touch with the Senior Center. Additionally, there's a robust effort in Groton to provide Christmas presents for children through the Community Children's Fund, and she suggested contacting Ms. Karen Tuomi at trustfunds@grotonma.gov or calling (978)877-6787. Finally, she wished everyone a happy holiday season. Mr. Pisani said the Groton Fire Department and Groton Firefighter's Association will host Santa on Christmas Eve with the annual tour around town. The routes and times are published in the Groton Herald.

PUBLIC COMMENT PERIOD

None

Chair Robertson called the Finance Committee meeting to order.

TOWN MANAGER'S REPORT

1. FY 2025 Budget Update- Review Preliminary FY 2025 Town Manager's Proposed Budget.

Mr. Haddad said he would submit his proposed Fiscal Year 2025 budget in compliance with the guidance provided to him by the Finance Committee and Select Board next week. He thanked the Finance Team for their hard work and help with the budget. He explained the Level Services Budget that he will present includes the change in health insurance to MIIA and the dispatchers moving to the Patriot RECC. The Level Services Budget is set to increase by 2.2%, which is a testament to the excellent work being done by the Department Heads. Mr. Haddad stated that to bring the budget into balance, he would follow the previous guidance to balance the budget. According to the guidance, the School District would absorb 60% of the reduction, while the Municipal Budget would absorb 40%. This would result in a reduction of the Municipal Budget by \$953,288, and the School District would need to reduce its Assessment by \$1,429,934. Mr. Haddad said considering the anticipated growth in the level services budget for FY 2025 is \$371,580, the Town would need to reduce the current Fiscal Year 2024 Budget by \$581,708 to meet this reduction. (Please refer to the memo update on the preparation of the FY 2025 Proposed Budget to view the proposed reductions by function of government.)

The Finance Team and Mr. Haddad worked hard to determine what an 11% budget cut would look like. He asked the Department Heads to provide him with the impact of an eleven percent reduction in their Level Services Budget. The Finance Team and Mr. Haddad then used that information to make decisions and balance the budget while considering up to 11 % reductions. He said, fortunately, it was not necessary to go as high as an 11% reduction in all departments. Mr. Haddad said that he wanted to review the information in more detail.

Mr. Haddad announced the Groton Herald had an issue while publishing the paper last week, and an article was published mistakenly from FY 2024. A correction will be published in the December 22nd paper.

Mr. Haddad said on Wednesday, December 13th, the GDRSD voted unanimously to amend its original budget guidance for the Superintendent, allowing for a decrease in the dependency on the use of excess and deficiency (E&D) funds over the next three years. They also voted unanimously to slowly phase out the fee associated with all-day kindergarten over the same three-year period. Mr. Haddad said this would significantly help balance the FY 2025 Budget. Ms. Pine asked if they set specific numbers on the kindergarten reductions. Mr. Haddad said they would reduce \$100,000 over the next three years. He also explained that the E&D funds would be gradually reduced to \$500,000, then \$250,00, and then \$0 in year three.

Mr. Haddad said in compliance with the Budget Guidance voted by the Select Board and Finance Committee, the Level Services Budget for FY 2025 is out of balance by \$2,383,222. A three-year anticipated deficit, based on level services, is \$5,388,913. He said he intended to propose an override of \$5,500,000 in FY 2025, allowing the town to balance the budget without needing any other overrides for the next three years. Ms. Patricia Dufresne, Assistant Finance Director/Town Accountant, arranged a call with the town's Department of Revenue Representative to discuss how the potential override question should be worded on the ballot. Mr. Haddad said the decision to have a ballot question solely rests with the Select Board.

Mr. Haddad explained that he met with the Department Heads so they were all aware of his proposed reductions and he expects the Department Heads to identify the specific items within their departments where reductions can be made. These reductions will be further discussed with the Finance Committee during the Saturday morning budget meeting in January. Mr. Haddad said the municipal budget will be devastated without an override. Ms. Pine believes that taxpayers need to know the reality of the situation. The proposed cuts would affect positions in both the School and the Town.

Discussion/Comments

Ms. Mary Linskey, a Finance Committee member, expressed her growing concern over the 40/60 split in the town's deficit, which she believes entirely stems from the school. She fears that the situation will not correct itself on its own. Ms. Pine disagrees that the deficit is all from the school. Mr. Haddad said he has been stressing that they are working cooperatively with the Groton Dunstable Regional School District on the budget and the District has strict state and federal guidelines that they need to adhere to. This is driving the increases in the Budget for the District. The Town does not have such strict regulations. Mr. Haddad does not want to divide the Town and the School. It is one budget. Mr.

Haddad said the school is practicing the same exercise in reducing the budget as the town. Ms. Pine inquired about the number of towns in Massachusetts that have had recent overrides. Specifically, she wants to know the number of towns in Tri-Comm comparable communities that have had overrides. Mr. Haddad said he could find this out.

Ms. Pine wanted to mention that there are seniors on fixed incomes who might be affected by this change. However, there is a state-level program called the Senior Circuit Breaker that can help them. To qualify for this program, they need to file their taxes.

Mr. Haddad finished by stating that he wanted to make sure the Select Board and Finance Committee did not have any major issues with his proposed reductions. No one on the Select Board of Finance Committee raised any specific objections. Mr. Haddad stated that he would submit the budget next week.

2. Update on Select Board Meeting Schedule Through the 2024 Spring Town Meeting

Monday, January 8, 2024	Regularly Scheduled Meeting
Monday, January 15, 2024	No Meeting (Martin Luther King Day)
Monday, January 22, 2024	Regularly Scheduled Meeting
Saturday, January 27 th or Saturday, February 3 rd	Potential Saturday Joint Budget Meeting with FinCom
Monday, January 29, 2024	Regularly Scheduled Meeting
Monday, February 5, 2024	Regularly Scheduled Meeting
Monday, February 12, 2024	Regularly Scheduled Meeting
Monday, February 19, 2024	No Meeting- Presidents Day
Monday, February 26, 2024	Regularly Scheduled Meeting-Remote Meeting
Wednesday, February 28, 2024	Special Budget Forum- Time and Location TBD
Monday, March 4, 2024	Regularly Scheduled Meeting- Remote Meeting
Wednesday, March 6, 2024	Special Budget Forum- Time and Location TBD
Monday, March 11, 2024	Regularly Scheduled Meeting
Monday, March 18, 2024	No Meeting
Monday, March 25, 2024	Regularly Scheduled Meeting
Monday, April 1, 2024	Regularly Scheduled Meeting
Tuesday, April 2, 2024	Potential Date for a Special Election to Consider an Override of Proposition 2 1//2
Monday, April 8, 2024	Regularly Scheduled Meeting
Monday, April 15, 2024	No Meeting- Patriots Day
Monday, April 22, 2024	Regularly Scheduled Meeting
Saturday, April 27 th or Monday, April 29 th	-2024 Spring Town Meeting

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

- 1. Consider Approving a One Day Wine and Malt Beverages license for the Prescott Community Center/Friends of Prescott for Open Mic Night to be held on Friday, January 12, 2024 from 6:30 p.m. to 10:00 p.m.**

Ms. Pine made a motion to approve a One Day Wine and Malt Beverages license for the Prescott Community Center/Friends of Prescott for Open Mic Night to be held on Friday, January 12, 2024 from 6:30 p.m. to 10:00 p.m. Mr. Pisani seconded the motion. The motion carried unanimously.

OTHER BUSINESS

Authorize the Town Manager and One Member of the Select Board to Sign Warrants for the Next 30 Days.

Ms. Pine made a motion to authorize the Town Manager and the Chair to sign warrants for the next 30 days. Mr. Reilly seconded the motion. The motion carried unanimously.

ON-GOING ISSUES

- A. Water Department- Manganese Issue-** The Department of Environmental Protection (DEP) is scheduled to visit the Water Treatment Plant on Thursday, December 21st, for the final compliance test. If DEP approves and the Building Commissioner signs off for occupancy, the plant should be up and running on January 3rd. Mr. Haddad wanted to congratulate the Water Superintendent, Mr. Orcutt, and the Town's engineer, Environmental Partners, on the great job they did managing the project.
- B. PFAS Issue-** Mr. Haddad said a meeting is scheduled with the Town Administrators of Dunstable and Pepperell on Thursday, December 21st. The meeting will discuss the integration of the dispatchers to Patriot RECC. He will also bring a draft of the Inter-Municipal Agreement for phase two, between Groton, Pepperell, and Dunstable, prepared by Town Counsel for discussion. This needs to be done by January 31st to comply with the requirements in the first IMA between Groton and Dunstable.
- C. Administrator's Working Group on FY 2025 Budget-** a couple of meetings have been held, and there have been many great discussions. They discussed a process to balance the budget and a timeline to move forward.
 - Friday, December 29th – Groton Town Manager Releases Budget to Finance Committee and Select Board
 - Thursday, January 4th – Dunstable Town Administrator Releases Budget to Advisory Committee
 - Monday, January 8th – Groton Town Manager Presents Budget to Finance Committee and Select Board
 - Wednesday, January 10th – Superintendent Releases Preliminary Budget to School Committee
 - Between January 10th and February 26th– Towns of Groton and Dunstable and the Regional School Committee approve respective budgets
 - January 31st – Governor Releases State Budget – Minimum Education Contribution for Groton and Dunstable may change, causing Assessments to be adjusted
 - Monday, February 26th – Groton Select Board and Dunstable Board of Selectmen call for a Special Override Election on April 2nd.
 - Either Tuesday, February 27th or Wednesday, February 28th (Depending on the School Committee meeting schedule) – First "Super Budget Forum" held in either Groton or Dunstable

- March 6th – Second “Super Budget Forum” held in either Groton or Dunstable
- Tuesday, April 2nd – General Override Elections held simultaneously in Groton and Dunstable
- Either Saturday, April 27th or Monday, April 29th – Groton Town Meeting
- Monday, May 6th – Dunstable Town Meeting
- Tuesday, May 21st – Annual Town Elections in Groton and Dunstable

Approval of Minutes from December 11, 2023

Mr. Pisani made a motion to approve the minutes of the regularly scheduled meeting from December 11, 2023. Mr. Reilly seconded the motion. The motion carried unanimously.

The meeting was adjourned at 7:07 p.m.

Respectively submitted by Kara Cruikshank, Executive Assistant to the Town Manager.